General Terms and Conditions

Bike insurance

Bikes with or without electric assistance.

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Welcome

You have or are about to acquire a bike and wish to insure yourself against the risks of *theft* and/or damage, combined with assistance. This Bike Insurance contract meets this need and offers suitable cover.

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.

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 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 French version will be the only correct and main version.

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

A. Who are we ?

The insurance intermediary : Qover SA/NV

- Insurance intermediary of Belgian nationality, untied insurance agent registered in the register of insurance intermediaries by the Financial Services and Markets Authority (FSMA Belgium) under number 115284A.
- Registered office: Rue du Commerce 31, B-1000 Brussels, Belgium - FSMA-number 0650.939.878 - RPR Brussels - VAT BE 0650.939.878 - www.qover.com
- Qover SA/NV is subject to supervision by the Belgian Financial Services and Markets Authority (FSMA) - Rue du Congrès 12-14, B-1000 Brussels, Belgium.

The Insurer: Nationale-Nederlanden Schadeverzekering Maatschappij SA

- A company incorporated under Dutch law, authorised to cover French risks under the Freedom to provide Services Regime
- Registered office : Prinses Beatrixlaan 35, 2595 AK 'S-Gravenhage, Pays-Bas.
- Commercial register number DNB 27023707, under the supervision of De Nederlandsche Bank , Autorization number AFM 12000475.

How do these parties relate to each other ?

When the policyholder subscribes the insurance contract via the digital portal of the *manufacturer* or *reseller, the manufacturer or the reseller* is, accordingly, responsible for the production or the delivery of the object (*i.e.* the *insured bike*) of this insurance contract and may distribute the insurance contract under the derogatory regime provided for in Article L. 513-1 of the Insurance Code.

The *insurer* shall be responsible for the administration of the insurance contract as well as the management of claims and may, at its discretion, entrust the *insurance intermediary* with all or part of the responsibility.

It is the responsibility of the insurer to guarantee the insured benefit.

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C. My contract

1. What does your insurance contract consist of?

Your insurance contract consists of two parts:

- The general terms and conditions (this document), which describe the damages we will cover, those we will not cover and the reciprocal obligations of each parties;
- The *policy schedule* which you have accepted, which contain the terms and conditions that apply to you in particular. The provisions mentioned in the *policy schedule* take precedence over the general terms and conditions. You will receive this document when you take out the insurance contract and in the event of any changes and when the insurance contract is extended each year.

2. What is insured ?

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, if applicable. We do not believe that the effectiveness (autonomous steering up to 10 km/h) is such as to alter the general character of the bike.

a. The *insured bike* as described in the *policy schedule* and meeting the following criteria:
   - The *bike* in its original condition, as delivered by the *manufacturer*. Any technical modifications made to the *bike* will result in the cancellation of the *insurance contract;*
   - The *bike* purchased new from the *manufacturer,* or second-hand;
   - The *bike* has less than 8 years at the time of purchase of the insurance ; the age of the bike is determined on the base of the *first purchase* invoice.

     The insurance doesn't cover any liability of the insured arising from the use of the insured bike.

b. The *accessories*

All *original fixed accessories* and additional *accessories* that have been specifically added within the insured limit are covered for their purchase price (for a duration of maximum 5 years after their *first purchase*), provided they are firmly installed on the *bike*.

Portable bicycle-related *accessories* (e.g. bicycle computers and/or travel equipment), which are easily removed without the use of screwdrivers or other conventional tools, are excluded from coverage in the event of *theft*.

Fixed original accessories of the bike, as supplied by the re*seller* or *manufacturer*, are standardly included in the insurance and covered for a maximum value of 100,- EUR, regardless the number of *accessories*.

Fixed original accessories whose value exceeds this 100,- EUR and additional bike related *accessories* that are bought at the initial sale or even afterwards, can be included in the insurance by specifically adding their values within the insured limit. For *fixed original accessories* that are partially exceeding the maximum value of 100, - EUR, only the remaining value needs to be included in the insured limit.

Good to know
Those two or three-wheelers cannot be insured:
- **Speedbikes (*bikes* with an autonomous motor and a speed > 25 km/h);**
- **Pocket and Fatbikes;**
- **Other locomotion vehicles (electric or not) other than "bikes" (e.g. steps, skateboards, etc) ;**
- **Any vehicle equipped with an internal combustion engine.**

3. When does your insurance contract start?

The insurance contract starts on the date mentioned in your *policy schedule.*

If the insurance contract is distributed by the *manufacturer* or the *reseller* of the *bike* and in the event that your *bike* was delivered earlier than the agreed start date stated in your *policy schedule*, the coverage will be applied with immediate effect on the delivery date.

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

4. What is the duration of this insurance contract?

The duration of this insurance contract is one year.

This 1-year term runs from the effective date of the guarantee, as mentioned in your *policy schedule*, until the main expiry date, also provided for in your *policy schedule.*

The insurance contract is tacitly renewed on the main expiry date. *We* will inform *you* of this at least two months before this expiry date.

Your *bike* can be insured for 8 years from the date of *first purchase*. If you bought your bike second hand, we can insure it for 8 years after the first owner bought it

As soon as your bike has been purchased more than 8 years ago, your insurance contract cannot be renewed and will therefore be terminated on the next *main expiry date*. We will inform you by (electronic) registered letter two months before the cancellation.

This insurance contract will also automatically terminate after settlement of a claim for *theft* or for irreparable material *damage* (total loss), no *premium* reimbursement will be done as you have used your insurance contract.

5. What is the legal framework?

(Inter)national Laws and Regulations
Conditional Clause when Concluding Your Insurance

This insurance contract is governed by French law and in particular by the French Insurance Code.

We are obliged to comply with the laws and regulations outlined in the Sanctions Act. Therefore, there is a conditional clause for your insurance. The conditional clause reads:

"The agreement is only concluded if the assessment does not reveal that it is prohibited, under sanctions laws or regulations, to provide financial services to or for you or other stakeholders. If you do not provide adequate cooperation in determining the ultimate beneficiary, preventing us from conducting the assessment, we will also invoke the conditional clause."

Under 'other stakeholders,' we understand:

- Insured parties, co-insured parties, and other (legal) persons who could benefit from the existence of the insurance.
- If you are a legal entity, the individual (natural or legal person) under whose control you fall.
- If you are a legal entity, a holder of 25% or more of the shares.
- Representatives and agents of your business.
- Ultimate financial beneficiaries of your business.

We assess after the conclusion whether you or other stakeholders appear on a national or international sanctions list. If no one appears on a sanctions list, the agreement is valid from the policy's start date.

If you or other stakeholders do appear on a sanctions list or if you do not provide sufficient cooperation in determining the ultimate beneficiary, we will inform you in writing about the consequences for your insurance. We will do this within 10 days after sending the policy.

Sanctions Act Assessment During the Term of Your Insurance

We must comply with the laws and regulations outlined in the Sanctions Act. Therefore, we regularly assess whether you or other stakeholders appear on a national or international sanctions list during the term of the insurance.

If laws and regulations prohibit us from insuring you starting from a certain date, this insurance will not be in effect from that date. If laws and regulations prohibit us from reimbursing a claim or making a payment to you starting from a certain date, we will not reimburse any claims or make payments to you from that date. If laws and regulations prohibit us from reimbursing a claim or making a payment to specific third parties starting from a certain date, we will not reimburse claims or make payments to these third parties from that date. We cannot be obligated to do so even if the sanctions are lifted and the claim or the right to compensation arises during the period when you or other stakeholders were on a sanctions list.

We also have no obligation to provide coverage or pay claims or compensation if you:

- Do not cooperate in determining the ultimate beneficiary, for example, by not completing a UBO (Ultimate Beneficial Owner) form.
- Are a legal entity under the control of an individual (natural or legal person) listed on the sanctions list.
- Are a legal entity of which a holder of 25% or more of the shares is listed on a sanctions list.

In all these cases, we are permitted to terminate the insurance during the contract term. We use a notice period of two months for this termination. We will inform you in writing about this. Our message will explain why and from which date the insurance will be terminated

6. When can you revoke the contract?

You have the possibility to revoke your insurance contract by mail (a model of which is shown below) within thirty calendar days from the date of your subscription or receipt of your *insurance contract*, without having to justify your reasons or incur any penalties. This letter, as well as your bank statement (to proceed with the refund of the *premium*) must be sent to Qover SA, Rue du Commerce 31, 1000 Brussels, Belgium.

Model of retraction letter:

"I, the undersigned [NAME and FIRST NAME], wish to renounce my subscription to the "Bike Insurance", taken out on [DATE] and ask you to personally send me a refund of the premium paid as far as I didn't apply to the Insurance.

Done on [DATE] [Signature]".

Upon receipt of your letter of retraction by Qover, membership will be deemed never to have existed. Any *premium* paid will be refunded to you within 30 days of receipt of your retraction request.

If you choose to revoke the insurance contract, we will refund you the already paid *premium*, provided no claim has been paid and there are no remaining claims outstanding.

If you want to revoke your insurance contract and you have expressly requested the execution of the insurance contract during the cooling down period, for example, by filing a claim with Qover, we will reimburse you the part of the premium in to proportion to the costs for the services already provided.

You can also cancel your contract under the terms and conditions set out in article L.112-10 of the Insurance Code (see here below).

7. 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 on the *main expiry date*. To do so, you must notify us in writing at least 2 months before this *main expiry date* in accordance with Article L 113-12 of the Insurance Code;
2. *You* may terminate the *insurance contract* if *we* change the tariff or the general terms and conditions in accordance with the legal or regulatory provisions in force. In this case, we will apply the legal provisions and deadlines. If these modifications concern you, you will be notified;
3. *You* can also terminate the *insurance contract* after a *claim* or after the *Insurer* has terminated another contract you have taken out with him after a claim. *You* have 1 (one) month from the date of payment or refusal to pay compensation. The *insurance contract* will then end 1 month after your registered letter has been sent in accordance with article R 113 -10 of the Insurance Code ; If you choose to terminate the insurance contract, we will refund you the part of the *premium* already paid in proportion to the unexpired term of the policy, provided no claim has been paid and there are no remaining claims outstanding.
4. *You* can cancel the *insurance contract* if the *insured bike* has been sold, given away, gifted, stolen or destroyed without your responsibility. The *insurance contract* ends when *you* inform us in writing that the *bike* has been irrevocably sold, transferred, donated, stolen or destroyed. The *premium*s collected will be refunded to you in proportion to the length of time the risk has existed.
5. *You* may cancel your *insurance contract* at any time without charge or penalty after one year from the date you first take out this contract. Cancellation takes effect one working day after the manager has received notification of cancellation by letter or any other durable medium. In this case, *you* are only required to pay the part of the *premium* corresponding to the period during which the risk was covered, this period being calculated from the effective date to the cancellation date.

Moreover, the contract is automatically cancelled if the *insurer* loses its approval under the terms of Article L. 326-12 of the Insurance Code.

b. When can we cancel the insurance contract?

1. We may cancel the *insurance contract* on each *main expiry date*. In this case, we will give you at least 2 months' notice by (electronic) registered letter.
2. We may, following a claim, cancel the *insurance contract*, and this no later than one month after payment or refusal to pay compensation. Cancellation is then effective 1 month after the day of notification in accordance with article R 113-10 of the Insurance Code.
3. We may terminate the *insurance contract* following non-payment of the *premium* in accordance with Article L113-3 of the Insurance Code. If you do not pay the *premium*, we will send you a reminder. If you still do not pay, we will send you a reminder by (electronic) registered letter. If you do not pay within the period stipulated in the letter, the *insurance contract* is cancelled.
4. In the event of an omission or inaccuracy in the declaration of the risk at the time of subscription or during the course of the contract if it is established prior to any claim, by refunding the portion of the *premium* paid for the time the insurance no longer runs, in accordance with Article L 113-9 of the Insurance Code.
5. In accordance with article L. 121-10 of the Insurance Code, we may cancel the contract if ownership of the bike is transferred to a third party.

Good to know

In the event of early termination at *your* or our initiative, the *premium* amount corresponding to an uncovered period between the effective date of termination and the original term will be refunded, provided no claim has been paid and there are no remaining claims outstanding**.**

8. What happens to the insurance contract in the event of death?

The insurance contract is transferred to the users/owners of the insured property.

The insurance contract may be maintained if and from the day on which the final assignee of the insured objects has requested the transfer of the insurance contract to his name in accordance with article L121-10 of the Insurance Code.

The *premium*s remaining to be paid may be requested from the rightful claimants.

9. What happens to the insurance contract if you sell the *insured bike*?

Please contact *us* if *you* decide to sell your bike.

You are informed that in case of sale of the *insured bike* to a *third party* the contract will be terminated under the conditions provided for in article L. 121-10 of the Insurance Code. Your insurance is not transferable to a *third party*. You remain liable for the corresponding *premium* until the day of notification of the sale. When purchasing a new *bike you* have the possibility of taking out this insurance again.

10. Can you suspend your insurance contract?

If *your bike* is requisitioned, the insurance contract will be suspended, simply because it is in the possession of the authority responsible for the requisition. *You* must inform us immediately. *You* must also inform us of its return within one month of such return. Failing this, the *insurance contract* will only resume its effects from the day *you* notify the *insurer* or the insurance intermediary;

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

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

12. How is your *premium* calculated

The amount of the *premium* is set in your *policy schedule* and depends mainly on the insured value of the *bike*, *the place of residence* of the *policyholder* and the extent of your cover in accordance with the cover stated in your *policy schedule*.

In the event of intentional false declaration on your part, the insurance contract may be cancelled under the conditions of article L. 113-8 of the Insurance Code, which stipulates that: "Regardless of the ordinary causes of nullity, and subject to the provisions of article L. 132-26, the insurance contract is null and void in the event of intentional concealment or misrepresentation on the part of the insured, when this concealment or false declaration changes the object of the risk or diminishes the insurer's opinion of it, even though the risk omitted or misrepresented by the insured was without influence on the claim. In such cases, the premiums paid remain vested in the insurer, who is entitled to payment of all premiums due as damages. »

13. Where must you be *domiciled* to take out and benefit from the insurance?

You must be *domiciled* in Metropolitan France excluding Corsica in order to take out this insurance.

The insurance contract ends as soon as *you* are no longer domiciled in this country.

Any change of address of the *policyholder* must be communicated to the insurance intermediary.

14. Transferability of the insurance contract

This insurance contract is not transferable to a *third party*, with the exception of the aforementioned provisions relating to the death of the *policyholder.*

15. What are your obligations

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.

In all cases, you must provide us with the serial number within 14 days of the start date of your insurance contract.

In addition, we ask you to :

If *you* want to cover a used *bike* :

- 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;
- Be in possession of:
  - Proof of purchase of your *bike* (which can be established with a purchase invoice, in case of purchase from a professional seller or a copy of the bank check or proof of the bank transaction, in case of purchase from a private person);
  - In case of purchase from a private person *you* must be in possession of the original purchase invoice of the former *bike* owner

The insured value of a used 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*;
- Be in possession of the proof of purchase of your *bike*

If you do not do this, we will cancel your insurance contract and refund the insurance *premium* paid;

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

You must inform us of all circumstances which arise during the course of this insurance contract and which affect the elements and declarations mentioned in the insurance contract. If you move, you must always inform us of your new address.

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

You are obliged to pay the *premiums* (including taxes and costs) on the *main expiry date* mentioned in your *policy schedule.*

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

Failure to comply with your obligations at the time of the conclusion of the insurance contract and during the duration of the insurance contract may give rise to:

- **An adjustment of the *premium*;**
- **Termination of the insurance contract;**
- **Nullity of the insurance contract;**
- **Refusal to cover the claim or its compensation reduced by proportion of the *premium* paid in relation to the *premium* that the *policyholder* would have had to pay if he had regularly declared the risk.**

The above measures are in accordance with the legal provisions.

If *you* do not meet your *premium* payment obligations and therefore do not pay the *premium*, you will be sent a reminder. If you still do not pay, you will receive a reminder by registered mail. If you do not pay within the time limit set out in this letter, the insurance contract is cancelled. The non-payment is settled in accordance with article L. 113-3 of the Insurance Code.

16. 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 Metropolitan France and 20 km outside the borders of Metropolitan France.

17. Which courts and tribunals are competent in case of a dispute ?

In the event of a dispute concerning this insurance contract, only the French courts are competent. In accordance with Article R. 114-1 of the Insurance Code: *"In all proceedings relating to the determination and payment of compensation due, the defendant shall be summoned before the court of the insured's domicile, of whatever kind of insurance, except in matters of immovable or movable by nature, in which case the defendant shall be summoned before the court of the location of the insured objects. However, in the case of insurance against accidents of any kind, the insured may bring proceedings against the insurer before the court of the place where the harmful event occurred. »*

The contract is subject to French law.

D. Contact details of your interlocutors

1. If you have a question about the insurance contract

You can contact the insurance intermediary Qover :

- from Monday to Friday from 9:00 am to 4:00 pm
- on +33 9 78 46 60 67
- by e-mail to *contact@qover.com*.
- by post : Qover SA, Rue du Commerce 31, 1000 Brussels, Belgium.

We record all communications, including telephone calls, in order to improve the quality of the services as well as for training or fraud detection purposes.

2. In case of claim

You can fill in the claims form online via *https://www.qover.com/claims*

You can also contact your insurance intermediary Qover

- from Monday to Friday from 9:00 am to 5:00 pm
- on +33 9 78 46 60 67
- or via e-mail to claims@qover.com

When reporting a claim, you must provide all information relating to the circumstances of the claim in writing by completing the above-mentioned claim form.

In these terms and conditions, we will explain in detail the steps to be taken in the event of a claim.

3. If you need urgent assistance

Contact the Assistance immediately
24h/24, 7days/7

- on +33 9 78 46 61 24
- or by e-mail at *help@europ-assistance.be*

***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 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.

We will reimburse you for the cost of the first call you agreed to make to us from abroad and the cost of other calls that we specifically request from you, if the assistance requested is guaranteed.

For the reimbursement of your expenses, you can send them to :

By post to :

Europ Assistance Belgium
Claims

Boulevard du Triomphe 172
B-1160 Bruxelles.
Belgium

By e-mail to :

claims@europ-assistance.be

Don't forget to give your bank details.

4. If you are not satisfied

Every complaint – not related to the assistance guarantee – must be addressed in the first instance to the insurance intermediary:

Mediation service of QOVER SA/NV, rue du commerce 31 – 1000 Brussels (Belgium)

or by email to mediation@qover.com `

or by telephone +33 (0) 9 78 46 60 67.

You will receive written confirmation of receipt of your complain within 3 (three) working days of submitting it.

You will then receive a final written response to your complain from the insurance intermediary or the insurer within 2 (two) months

Any complaint about your assistance can be addressed to our Complaints Desk via www.nn.nl.**:**

If the answer provided does not meet your expectations, you can contact La Médiation de l'Assurance:

- by post at : La Médiation de l'Assurance TSA 05011 – 75441 PARIS Cedex 09
- or electronically via the folowing website : www.mediation-assurance.org

The Médiateur de l'Assurance may in any case be contacted two months after the first written complaint has been sent, regardless of the person or department to which it was sent and whether or not a response has been received.

It is specified that the study of the Insured's file by the Médiateur will only begin once the complete file has been received. The Médiateur shall give an opinion within three (3) months of receipt of the complete file, the Insured retaining the right to refer the matter to a court at a later date.

The Mediation officer must be contacted within a maximum period of one year from the date of your written complaint to your usual contact person or to our services. The procedure for recourse to the Médiateur and the FFA's "Mediation Charter" can be freely consulted on the website: www.ffa-assurance.fr
Please note that the Mediator can only be contacted after the Qover Mediation Department has been informed of your request and has responded to it, or has not acknowledged receipt within ten days, or has not responded to your request within two months.

If necessary, you may request that your application be reviewed by the Qover Mediation Department. Or contact the European Online Dispute Resolution Platform.

If you obtained your policy online or via another electronic channel (e.g. by phone, SMS, fax or other mobile device), you can send your complaint to the European Online Dispute Resolution Platform https://ec.europa.eu/consumers/odr/main/?event=main.home2.show.

Your complaint will then be transferred to La Médiation de l'Assurance in France and Qover for resolution. There may be a short waiting period before Qover receives the complaint.

The above complaint handling arrangements are without prejudice to your right to take legal action.

5. To modify your contract

You can request a change to your insurance contract at any time.

If any of the details in your policy have changed, you must report this to us immediately.

To do so, you can contact your insurance intermediary

- on +33 9 78 46 60 67

- or by e-mail at contact@qover.com.

We evaluate the changes in the same way as when applying for a new insurance policy. As a result of a change, the *premium* may increase or decrease. We may not accept the change or may terminate the insurance contract.

If you do not declare a change, you may be subject to cancellation of the contract and refusal of cover in accordance with the provisions of Article L.113-8 of the Insurance Code or, where applicable, to the penalties provided for in Article L.113-9 of the same Code.

E. Theft guarantee

This optional guarantee is only valid if the *policyholder* has taken out this guarantee and that it is explicitly mentioned in the *policy schedule.*

We cover 24/7 the *theft* and *damage* to the *insured bike* in the event of *theft* or attempted theft or attempted theft after an assault:

To be covered by the *theft* or attempted *theft* guarantee, your bike must, at the time of the loss

- **be in your locked home or in a locked *private space*. In this case, you must not attach the *bike* to a *fixed point*.**

- **be secured with a frame *approved lock* to a *fixed point* and locked in accordance with the *manufacturer*'s instructions if the *bike* is outside or in a *common room*.**

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 batteries that are attached to the bike and locked with 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. **The depreciation is 1.5% per month up to a maximum of 75% of the purchase value. We calculate the depreciation from the first purchase date of the battery.**

The *theft* of the battery must be reported to the competent police services within 48 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.

Exclusions

In addition to the exclusions common to all guarantees, the following cases are excluded from the guarantee in the event of *theft* or attempted *theft* if:

1. **The *bike* was in a place accessible to the public 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 secured 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**
3. **The *theft* or attempted *theft* occurred after the *theft* of the smartphone containing the mobile application that unlocks the *insured bike*.**
4. **Wheels or tires if stolen separately. We will reimburse them in the event of total *theft* of the *insured bike;***
5. ***Accessories*, which values have not been specifically added within the insured limit, with the exception of *fixed original accessories* that are standardly included in the coverage for a maximum value of 100,–EUR.**
6. **Portable bike related *accessories* (e.g. bike computers and/or navigation equipment), which are easily removable without using screwdrivers or other regular tools,**
7. **resulting from a breach of trust or fraud;**
8. **committed or attempted by your employees, your spouse or common–law partner, a member of your family or with their complicity;**
9. **resulting from a technical defect, known to the *insured*, in the locking/unlocking system of the *manufacturer* of the *insured bike;***
10. **resulting from the loss of the *insured bike*. The loss of the *insured bike* shall not be deemed to be *theft* of the *insured bike*;**

In addition, you will lose all rights to coverage if no report is made to the competent police authorities within 48 hours of the discovery of the *theft* or attempted *theft* of the *insured bike*, if this failure to report causes us prejudice and prevents or reduces the chances of finding the *insured bike*.

Good to know

- In the event of *theft* you must send us all the keys to the lock or show them via a video filmed after the *theft.*
- Please keep:
  - Proof of purchase of your *bike* (which can be established by means of a purchase invoice in the case of purchase from a professional vendor or a copy of the bank transaction in the case of purchase from a private individual);
  - In the case of a purchase from a private individual, you must be in possession of the original purchase invoice from the previous owner of the *bike*;
  - Proof of purchase of additional *accessories* that were not purchased with the original sale of the *bike*, and therefore not listed on the purchase invoice.

F. Material damage guarantee

This optional guarantee is only valid if the *policyholder* has taken out this guarantee and that it is explicitly mentioned in the *policy schedule.*

We intervene in the event of *material damage* to the *insured bike*:

1. *Accidentally* caused to the *insured bike* by external forces or *accidentally* caused by *you*;
2. Caused by an act of *vandalism*;
3. Caused by contact with animals or *natural elements* such as fire or flood;

Exclusions

In addition to the exclusions common to all guarantees, the following cases are excluded from the guarantee in case of material damage: the damage

1. **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 *reseller or manufacturer* which are insured together as a whole for up to 100,– EUR**
2. **caused by wear and tear or purely technical defects of the *insured bike***
3. **caused to other objects or persons and not to the *insured bike***
4. **on the smartphone containing the mobile application that unlocks the *insured bike*.**
5. ***Damage* other than *material damage* to the *insured bike;***
6. **Aesthetic damages i.e. *damage* that affects the aesthetics of the *bike* without impairing its proper functioning (scratches, scales, rust);**
7. **to the tyres;**
8. **resulting from a breach of trust or fraud;**
9. **committed or attempted by your employees, your spouse or common-law partner, a member of your family or with their complicity**
10. **resulting from a technical defect, known to the *insured,* in the locking/unlocking system of the *manufacturer* of the *insured bike*;**
11. **resulting from the loss of the *insured bike.***

G. Assistance

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

We provide Assistance in the event of *breakdown*, *accident, vandalism,* attempted *theft or theft* of the *bike* in Metropolitan France and 20 km outside the borders of Metropolitan France

The guarantee in this chapter applies when the *bike* is immobilized on a roadway accessible to our breakdown/towing service.

The Assistance provides following services :

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 *place of residence designated by you*.
- Your transport and the transport of your *luggage*, either:
  - To the *repairer;* or
  - To your *residence* or *place of residence designated by you*; or
  - To the place where you need to go and then your return to your *residence* or the *place of residence designated by you.*
  - *We* pay for this guarantee based on supporting documents and to a maximum amount of 500 EUR.

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

2. **Replacing a bike**

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

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

This service applies if the *theft of the bike* occurs during your trip in Metropolitan France and provided that *you* have taken all the necessary precautions to limit the risk of *theft* as much as possible.

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 Metropolitan France, *we* organise and pay for a transport ticket so that you can collect 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* benefit from one of the guarantees mentioned in points 2 and 3 above and *you* are accompanied by minor children for whom *you* are responsible, *we* will arrange and pay for their return to the *residence.*

6. **Flat tire assistance**

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

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

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

8. **Assistance to the insured during a transfer**

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

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

Exclusions

In addition to the exclusions common to all guarantees, the following cases are excluded from the assistance coverage:

1. **Events occurring in a country not mentioned in article 16 of these general terms and conditions;**
2. **Events occurring outside the validity dates of the insurance contract;**
3. **The immobilization of the *bike* for maintenance work;**
4. **Repeated defects resulting from not repairing the *bike* after our first intervention;**
5. **Custom 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 insurance contract, and in particular, all costs not expressly recorded;**
10. **The claims resulting from *natural elements*.**

What are the procedures for implementing the assistance?

1. **Transporting the *bike***

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

2. Service provider

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

3. *Luggage* transport

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

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

4. Replacement *bike*

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

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

You must comply with the general terms and conditions of the lessor. You are responsible for any deposits, any fines incurred, rental costs exceeding the guaranteed period, the minimum age for the rental of a replacement bike, the price of additional insurance and the amount of the *excess* for *damage* to the rented *bike*.

5. Reimbursement of costs

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

6. Assistance on request

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

7. Legal obligations

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

8. Debt recognition

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

H. The exclusions common to all guarantees

In addition to the exclusions specific to each guarantee, assistance, *damage* or *theft* are excluded from the guarantees:

1. **If the insurance coverage is suspended due to non-payment of the *premium*.**
2. **caused intentionally by the *policyholder*, the owner of the *bike*, the holder, the *user*, the persons transported or a member of his family.**
3. **resulting from a case of serious misconduct:**
    a. **Riding the *insured bike* in a state of alcohol intoxication punishable by law;**
    b. **Riding the *insured bike* while under the influence of drugs or narcotics;**
    c. **Non-replacement of essential parts that interfere with the proper functioning of the bike.**
4. **If you have damage as a professional biker during all training activities, a participation in a speed, regularity or agility ride or a competition. Purely tourist tours, exercise, rides or competitions as a not-professional riders do not fall within this exclusion and are covered by this insurance contract.**
5. **as a result of a bet, duel or brawl in which the insured participated with the insured bicycle.**
6. **as a result of a strike, riot or popular movement (of more than 10 people), if we can prove that the *insured person* took part in it.**
7. **as a result of war or civil war or riot, or crowd movement, or demonstration .**
8. **related to a cause of radioactivity.**
9. **intervened during the hire of the *bike*, including hire or leasing, by a person not expressly covered by these general terms and conditions.**
10. **If the *insured bike* is requisitioned.**
11. **If the *insured bike* has undergone technical modifications, other than those made by the *manufacturer*, which affect the proper functioning of the insured bicycle.**
12. **If the *damage* is the result of a manufacturing defect or the *manufacturer*'s responsibility for the product.**
13. **Resulting from a dispute or assault instigated by the *insured*.**
14. **Resulting from a purely technical failure of the *insured bike.***
15. **Caused by acts arising from the consequences of a nuclear accident, terrorism, attack, sabotage, riot, popular movement, insurrection or military mutiny.**
16. ***Theft* of the smartphone used to lock and unlock the *insured bike* via the *manufacturer*'s mobile app.**
17. **Any *damage* resulting from the use of a feature which allows you to increase the pedaling assistance beyond 25km/h.**

I. In case of claim

1. What do you have to do in case of *theft* or attempted *theft*?

a. *You* must report the *theft* of your *insured bike or its battery* to the appropriate police authorities within 48 hours following the discovery of the *theft*, attempted *theft* or assault.

b. *You* must report any claim as soon as possible and in any case within 8 days of discovering the damage. *You* shall put in place all possible measures to limit the extent of the damage. Use the claims form available at https://www.qover.com/claims

c. If the *bike* is recovered within 14 calendar days of the *theft* being reported to the relevant police authority, we will provide :

   i. Repair where possible;

   ii. Total loss to the extent that repairs are not possible.

d. If the bike is not found within 14 calendar days of the *theft* being reported to the competent police authorities, the *bike* is considered to be permanently stolen or a total loss.

2. What do you have to do in case of material damage?

a. *You* must report any claim as soon as possible and in any case within 8 days of discovering the *damage*. *You* shall put in place all possible measures to limit the extent of the damage. Use the claims form available at https://www.qover.com/claims.

b. 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.

Good to know – Information to provide

You must comply with the claims reporting requirements: by this we mean the communication of any useful information or written confirmation as well as any element likely to facilitate or influence the settlement of the claim;

We will need following information :

- The original purchase invoice of your *bike*;
- For second-hand *bikes* : the proof of purchase of your bike, which can be proven by:
  - A purchase invoice, in the case of acquisition from a professional seller;
  - A copy of the bank cheque or proof of the bank transfer, in the case of purchase from a private individual.
- In case of *theft* :
  - useful data concerning the *bike* and its location (via the *Manufacturer's* anti-theft system if applicable) as well as any useful information that may be found in the *Manufacturer's* mobile application. You must report immediately after the incident in your mobile application that the bike has been stolen, allowing the *manufacturer* to trace the bike from the time of the incident.
    You authorize the *insurance intermediary* and the *insurer* to receive this information.
  - all the keys of the lock or show them on a video filmed after the *theft.*

Affidavits are not considered as evidence.

If *you* do not comply with this obligation, *we* will refuse to intervene to the extent that, as a result of *your* action, failure or inaction, *we* suffer loss or *damage* consisting of a loss/reduction in our chances of being able to limit our benefits and/or recover the *insured bike*.

3. What do you have to do if you need Assistance ?

If you need assistance on the road following a *breakdown*, *accident*, *vandalism*, *theft* or attempted *theft*,

contact the Assistance on +33 9 78 46 61 24

24h/24, 7 days/ 7

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

You undertake:

- To call us or have us call us as soon as possible, except in cases of force majeure, so that we can organise the assistance requested in the best possible way and to authorise *you* to make 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 *insurance contract;*
- Provide *us* with the original supporting documents for your covered expenses;
- To provide *us with your* unused tickets when we have paid your repatriation;
- File a complaint with the competent police authorities within 48 hours of the discovery of the facts if you are the victim of a theft generating assistance

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;**
- **Decline the guarantee if you acted with fraudulent intent.**

4. How do we compensate the damage to the insured bike ?

In case of repair:

If the *damage* to the *insured bike* can be repaired and is justified, *we* will reimburse *you* for the costs of repair in full after application of the *excess.* The amount will be transferred to your bank account within 30 days of acceptance of the repair quotation.

In case of total loss or *theft*

We consider the *insured bike* in economic total loss and we reimburse such in accordance with the provisions in this section.:

- if the repair cost is higher than the economic value; or
- 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.

In those cases we offer the following :

- a *compensation* in the form of a voucher with a value equivalent to the insured value, after application of the *excess and the depreciation,* valid in the *manufacturer/reseller*'s online shop; or
- a monetary value equal to the insured value, after applying the *excess and the depreciation.*.

In any case you can always ask to receive the *damage* amount on your bank account after deduction of 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* would be found afterwards, it will remain the property of the *insurer*.

Depreciation

No depreciation is applied to the compensation calculation during the first 5 years of the bike and accessories. As from the 61th month, a depreciation of 15% per year is applied on the value of the bike. The accessories are no longer covered after 5 years after the first purchase date. .

The minimum amount of compensation is set at 55% of the insured value of the bike. Any calendar year started is counted as a full year. The initial date to be taken into consideration is the date mentioned on the bike purchase invoice.

You will find bellow 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 61th month)
At the end of year 1	100%
At the end of year 2	100%
At the end of year 3	100%
At the end of year 4	100%
At the end of year 5	100%

From the beginning to end of year 6	85%
From the beginning to end of year 7	70%
From the beginning to end of year 8	55%

When the insurance intermediary handles a claim you make under this policy they act as our authorised agents. This means that any valid claim *you* make with the *insurance intermediary* which is to be settled by a payment of *compensation*, is not deemed to have been settled until *you* have received the payment.

***Excess*:**

Compensation for *damage* is always deducted from an *excess* which is applied to the purchase value of the *bike* and all insured *accessories* that are fixed to the *bike*, as stated on *your* invoice and the *policy schedule*.

- In the event of *theft* and total loss, an ***excess*** of 10% of the total insured value is applied, with a minimum of €50 and a maximum of €200 per claim.
- In the event of repairable *material damage*, an ***english excess*** of 10% of the total insured value will be applied, with a minimum of €50 and a maximum of €200 per claim.
- If you only subscribe the Material Damage coverage, an ***excess*** of 35,-EUR will be applied per claim.

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

We will contact *you* to determine the amount of the claim. In the event of disagreement on this amount, the *insured* and the *insurer* will each appoint an expert who will jointly determine the amount of the claim. In the absence of agreement, the two experts together appoint a third expert who makes the final decision.

You are informed that *you* can always call upon the services of the expert and/or the lawyer of your choice to assist you in the assessment of the *damage* and/or in any expertise, whether amicable or judicial. As such, *you* have the right to attend or to be accompanied and/or represented by an expert and/or a lawyer, to speak and/or to oppose your conclusions. The expert and/or the lawyer that *you* may appoint remains at *your* expense.

Each party shall bear the costs and fees of its expert. The costs of the third expert are divided in two between the parties.

6. Subrogation

After incurring costs within the framework of our insurance guarantees and/or our assistance services, *we* are subrogated in the rights and actions that *you* may have against third parties responsible for the claim as provided for in Article L. 121-12 of the Insurance Code.

Our subrogation is limited to the amount of the costs incurred by *us* in the execution of this insurance contract.

J. How are my personal data protected? (GDPR)

Information relating to the protection of personal data and privacy

Nationale-Nederlanden Schadeverzekering Maatschappij SA and Qover SA are responsible for the processing of personal data relating to their activities.

In the context of your relationship with Nationale-Nederlanden Schadeverzekering Maatschappij SA and Qover SA for an *insurance contract*, the latter will mainly use your personal data for the conclusion, management (including commercial management) and execution of the contract. It may also use them (i) in the context of litigation, (ii) for the fight against money laundering and the financing of terrorism, (iii) in order to comply with applicable regulations, or (iv) for the analysis of all or part of the data concerning you collected within the Nationale-Nederlanden Schadeverzekering Maatschappij SA group and Qover SA, possibly cross-referenced with those of selected partners, in order to improve our products (research and development), assess your situation or predict it (appetence scores) and personalise your customer journey (targeted offers and advertising). Any health-related data that may be collected will be used exclusively for the conclusion, management and execution of your contract, to which you consent by signing it.

Your data will be kept for the time necessary for these various operations, or for the duration specifically provided for by the CNIL (standards for the insurance sector) or the law (legal requirements).

It will only be communicated to companies of the Nationale-Nederlanden Schadeverzekering Maatschappij SA and Qover SA group, insurance intermediaries, reinsurers, partners or authorised professional bodies who need to have access to it in order to carry out these operations. For those of these recipients located outside the European Union, the transfer is limited (i) to the countries listed by the European Commission as sufficiently protecting the data or (ii) to recipients complying either with the standard contractual clauses proposed by the CNIL or with the internal company rules of the Nationale-Nederlanden Schadeverzekering Maatschappij SA and Qover SA group for data protection (BCR). Any data relating to your health that may be collected will only be communicated to authorised subcontractors of the company with which you have signed your insurance contract.

When you take out your contract, certain questions are mandatory. In the event of false declarations or omissions, the consequences for you may be the nullity of the contract taken out (article L.113-8 of the Insurance Code) or the reduction of the compensation paid (article L.113-9 of the Insurance Code).

We are legally obliged to check that your data is accurate, complete and, if necessary, updated. We may therefore ask you to verify this or be led to complete your file (for example by recording your email if you have written us an email).

You may request access, rectification, deletion or portability of your data, define guidelines for their fate after your death, choose to limit their use or oppose their processing. If you have given special and express authorisation for the use of some of your data, you may withdraw it at any time provided that it is not information that conditions the application of your contract.

You may write to exercise your rights by enclosing proof of identity and the contract reference to your *insurance intermediary* Qover by sending an e-mail to privacy@qover.be or by post to Rue du Commerce 31 – 1000 Brussels – Belgium.

In the event of a complaint, you can choose to file a claim with the CNIL.

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

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

Those Privacy Statements include, among other things, the following information:

- Contact details of the Data Protection Officer (DPO) ;
- The purposes of the processing of your personal data;
- The legitimate interests for the processing of your personal data;
- Third parties who may receive your personal data;
- How long your personal data will be stored;
- The description of your rights with regard to your personal data;
- The possibility to lodge a complaint regarding the processing of your personal data.

K. Glossary

The following definitions shall form an integral part of the contract whenever the word or expression is used therein. They have no effect on the existence of a guarantee if it is not deemed to be acquired by the *special conditions.*

A

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 / Accidental

An accident is a sudden, involuntary, and unforeseen event which occurs with the *insured bike*, irrespective of whether the bike is in motion, and which immediately results in the *insured bike* no longer being suitable for traffic or riding it is dangerous according to traffic regulations.

Agreed/Approved lock

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

B

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.

Breakdown

Any breakage or defect of the *insured bike* resulting from a broken or defective part or electrical failure that renders the bike unusable. A flat tire is also an insured breakdown.

C

Common / publicly accessible room

A common room is a shared space that is accessible to several persons or groups, other than family members, within a building or specific area. Examples include a (closed) bicycle garage and/or garage accessible to several persons, spaces belonging to the co-ownership.

Compensation

The amount of the costs we reimburse you under this insurance contract after application of the contractual provisions in the form of a voucher valid in the *Manufacturer*'s or *reseller*'s online shop or monetary value.

D

Damage

The occurrence of a sudden and accidental event causing *damage* to the *insured bike*.

E

English excess

This is the amount that remains at your charge if the *damage* does not exceed the amount of the excess. If the amount of the *damage* exceeds the English excess then we will pay the claim as from the 1st Euro.

Excess

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

F

First sale / purchase

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

Fixed original Accessories

Original accessories that are delivered with or on the *bike*, as supplied by the *reseller* or *manufacturer*. Fixed Original accessories are always firmly installed on the *bike* and listed on the purchase invoice of the *initial sale* of the *bike*.

Fixed point

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

I

Insured

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

The person on whom the insured risk is borne, i.e. the owner of the *insured bike*, the guarantees are applicable when the *user* at the time of the accident is the *insured* (or the representative of the insured legal entity) or an *authorised user.*

L

Luggage

Personal effects carried by the insured or carried on board the *insured bike*. The following are not considered as luggage: commercial goods, scientific equipment, construction materials, household furniture, animals.

M

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*.

Manufacturer

The company that manufactured the *insured bike*.

Material damage

Material *damage* caused to the *insured bike* as a result of an accident

N

Natural elements

Phenomenon of natural origin, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, caused by the abnormal intensity of a natural agent, and recognized as such by the public authorities of the country of occurrence.

P

Policy schedule

The document that mentions the special conditions and, together with the general terms and conditions, form *your* insurance contract.

Premium

The amount that the policyholder must pay in exchange for the guarantees included in the insurance contract.

Private space

A private space is a space which is exclusively reserved for an individual or members of the same family. Access to a private space can only be obtained with permission. Rooms that are locked

by means of a key, code lock or other mechanical or electronic security system to which several persons, other than your family members, have or can gain access, are considered a common room and not a private room. Examples of a private space are your home or garage that you have exclusive enjoyment of.

R

Repairer

Any commercial company with all the legal authorisations to take care of all matters relating to the custody, maintenance and repair of bikes.

Reseller

The company that sells the *insured bike*.

Residence

Your principal and usual place of residence is considered to be your principal and usual place of dwelling shown as your home on your income tax notice. It is located in metropolitan France.

Residence designated by you

The place where the insured person temporarily resides, in Metropolitan France, other than his/her Residence.

T

Terrorism/Act of terrorism

Any act of violence, constituting a criminal or illegal attack, against persons and/or property, in the country in which you are travelling, with the aim of seriously disturbing public order through intimidation and terror, and which is the subject of media coverage. This Attack must be recorded by the Ministry of Europe and Foreign Affairs.

Theft

Disappearance of the *insured bike* or part of the bike as a result of theft not committed by or with the complicity of the insured or one of his family members. In order to benefit from the theft of the *insured bike*, the insured must report the theft to the Police. The number of the report must be communicated to the insurer.

Third parties

Any person other than *you* (the *insured* or the *policyholder*), the *insurance intermediary*, the *insurer*, the *user* or the *manufacturer*.

U

User / 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*.

V

Vandalism

Damage caused by third parties through senseless and unreasonable acts such as graffiti, intentional damage, etc.

Y

You (the policyholder)

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

L. Legal mentions and important information

1. Information sheet about your right to revoke the contract, according to the article L 112-10 of the Insurance Code

Legal information applicable if you subscribed this insurance contract in addition to the purchase of a bike sold by a professional bike sale partner, accordingly to the Article L. 112-2 and A. 112-1 of the Insurance Code.

You have the right to revoke this contract within 30 (calendar) days of its conclusion, without any costs or penalties. However, if you are offered one or more insurance premiums, so that you do not have to pay a *premium* for one or more months at the start of the contract, this period shall only start to run from the payment of all or part of the first *premium*.

The exercise of the right of retraction is subject to the following four conditions:

1° You have taken out this contract for non-professional purposes;

2° This contract complements the purchase of a good or service sold by a supplier;

3° The contract you wish to revoke is not fully executed;

4° You have not reported any claim covered by this contract.

In this situation, you may exercise your right to revoke the contract by letter or any other durable medium addressed to the insurer of the contract. The insurer is obliged to reimburse the *premium* paid within thirty days of your retraction.

In addition, to avoid cumulating insurance, you are invited to check that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by the contract you have taken out.

2. Prescription

In accordance with the provisions of Article L. 114-1 of the Insurance Code, all actions arising from an *insurance contract* are time-barred two years after the event giving rise to it. However, this period does not run:

- in the event of concealment, omission, false or inaccurate statement on the risk incurred, only from the day on which the insurer became aware of it,
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they have been unaware of it until then.

Where the insured's action against the *insurer* is based on the recourse of a third party, the limitation period shall run only from the day on which that third party brought legal proceedings against the *insured* or was compensated by the latter.

The limitation period shall be extended to ten years in *insurance contracts* against personal accidents where the beneficiaries are the rightful claimants of the deceased insured.

In accordance with article L. 114-2 of the Insurance Code, the statute of limitations is interrupted by one of the ordinary causes of interruption of the statute of limitations consisting of:

- any legal claim, even in summary proceedings, or even brought before an incompetent court;
- any act of forced execution, or any protective measure taken in application of the Code of Civil Enforcement Procedures;
- any acknowledgement by the *insurer* of the *insured's* right to a guarantee, or any acknowledgement of debt owed by the insured to the insurer.

It is also interrupted by:

- the appointment of experts following a claim;
- the sending of a registered letter with acknowledgement of receipt addressed by:
  - the *insurer* to the *insured* regarding the action for payment of the *premium*;
  - the *insured* to the *insurer* for the settlement of the *compensation*.

In accordance with Article L. 114-3 of the Insurance Code, the parties to the *insurance contract* may not, even by mutual agreement, modify the duration of the limitation period, nor add to the grounds for suspending or interrupting it.

3. Reminder of the legal guarantees of the *manufacturer*

The guarantees in this contract do not replace or supersede the legal warranties below which the *manufacturer* remains liable to *you*.

Article 1641 of the Civil Code: The seller is bound by the guarantee on account of the hidden defects of the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would only have paid a lower price for it, if he had known about them.

Article 1643 of the Civil Code: The seller is liable for hidden defects, even if he would not have known about them, unless, in this case, he has stipulated that he will not be obliged to provide any guarantee.

Article 1648, paragraph 1, of the Civil Code: The action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the defect.

In addition to the guarantees provided for in this insurance contract, *you* are reminded that the seller of the insured bicycle remains bound by the legal guarantee relating to defects in conformity, set out below:

Article L. 217-4 of the French Consumer Code: The seller delivers a good that complies with the contract and is liable for any defects in conformity existing at the time of delivery.

The seller is also liable for defects of conformity resulting from packaging, assembly instructions or installation when this was charged to him by the contract or was carried out under his responsibility.

Article L. 217-5 of the Consumer Code: The goods are in conformity with the contract:

1° If it is fit for the use usually expected of a similar good and, where applicable:

- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model;
- if it has the qualities that a buyer can legitimately expect in the light of public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or if it is suitable for any special use sought by the buyer, brought to the seller's knowledge and accepted by the latter.

Article L. 217-7, paragraph 1, of the Consumer Code: Defects of conformity that appear within twenty-four months from the delivery of the goods are presumed to exist at the time of delivery, unless proven otherwise.

Article L. 217-12 of the Consumer Code: Action resulting from the lack of conformity is time-barred two years after delivery of the goods.

Article L. 217-16 of the Consumer Code: When the buyer asks the seller, during the course of the commercial guarantee granted to him at the time of the acquisition or repair of a movable asset, for a repair covered by the guarantee, any period of immobilisation of at least seven days is added to the remaining duration of the guarantee.

This period shall run from the date of the buyer's request for intervention or from the date on which the goods in question are made available for repair, if such availability is subsequent to the request for intervention.

4. Fraud

Article 313-1 of the Criminal Code : Fraud is the act, either by using a false name or a false quality, or by abusing a true quality, or by the use of fraudulent schemes, of deceiving a natural or legal person and thus determining it, to its own prejudice or to the prejudice of a third party, to hand over funds, securities or any property, to provide a service or to consent to an act carrying out an obligation or discharge.

5. Consumers' right of opposition to cold calling

The insured is informed, in accordance with Law 2014-344 of 17 March 2014, that if he/she does not wish to be the object of commercial canvassing by telephone by a professional with whom he/she has no pre-existing contractual relationship, he/she may register free of charge on the list of opposition to telephone canvassing by post or by internet:

SOCIETE OPPOSETEL - Service Bloctel
6, rue Nicolas Siret - 10 000 TROYES

www.bloctel.gouv.fr

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