



# Canyon Bike Insurance

## Pre-contractual information document

- [INFORMATION NOTE](#)

It does not replace or dispense with the reading of the General Terms and Conditions and Policy Schedule applicable to the contract.

- [ABOUT THE INSURANCE INTERMEDIARY](#)

This policy is administered by Qover S.A. an untied insurance agent located at Rue du Commerce 31, 1000 Brussels, Belgium. Qover is registered with the Financial Services and Markets Authority of Belgium under the code 115284A (BE.0650.939.878). Qover is licensed to carry on insurance business in Portugal under the freedom of services.

- [ABOUT THE INSURER](#)

This policy is underwritten by Wakam. Wakam is a French insurance company whose registered office is located at : 120-122 rue Réaumur, TSA 6023 75083 PARIS CEDEX 02, France, authorised by the Autorité de Contrôle Prudentiel et de Résolution in France and registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under no. 562 117 085 - VAT FR 59562117085. Licensed to carry on insurance business in Portugal under the freedom of services, registered at the Autoridade de Supervisão de Seguros e Fundos de Pensões under the code 5026.

- [RISKS COVERED](#)

- a. **Standard Coverage**

**Theft coverage** : We insure 24/7 the theft and damage to the insured bike and its insured (original or additional) fixed accessories in case of theft, attempted theft and theft or attempted theft after an assault :

- 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.
- If the bike was outside or in a common room, provided that the latter was secured by the frame with an agreed lock at a fixed point and locked in accordance with the manufacturer's instructions.

#### **b. Optional Coverage**

**Material damage coverage** : We insure the material damage to the insured bike and its insured (original or additional) fixed accessories:

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

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

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

We cover, during the entire duration of the immobilization of the bike or insured's immobilization, the bike rental or travel costs incurred, to go the place where the insured needs to go and then the return to the insureds residence or the residence designated by him;

We pay for this guarantee based on supporting documents and up to a maximum 200 EUR per claim.

This guarantee is limited to 3 claims per insurance year.

- **MAIN EXCLUSIONS**

**Coverage for theft or attempted theft is excluded if:**

1. The bike was in a publicly accessible place and was not attached to a fixed point by means of the frame using an agreed lock, and was not locked according to the manufacturer's provisions, such as the frame lock or application lock.

2. The bike was in a closed common room and was not attached to a fixed point by means of the frame using an agreed lock, and not locked according to the manufacturer's provisions, such as the frame lock or application lock.
3. No report was registered with the competent police services within 24 hours of the discovery of the theft, attempted theft, or attack
4. The insured didn't use an agreed lock.

**Coverage for material damage is excluded if:**

1. Damage to *accessories* which values have not been specifically included within the insured value, with exemption of *fixed original accessories* supplied by the *reseller* or *manufacturer* which are insured together as a whole for up to €100.
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.

**Coverage for Emergency Expense is excluded if :**

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

**Exclusions common to all coverages :**

1. If the cover of the insurance contract is suspended due to non-payment of the premium.
2. In case of deliberate concealment or deliberate incorrect communication of information regarding the risk at the conclusion of the contract that can be blamed on the policyholder.
3. In the event of unintentional concealment or inadvertent incorrect communication of certain information regarding the risk upon the conclusion of the contract, in the event of a claim, if the company provides evidence that it would in no case have insured the risk, its intervention will be limited to reimbursement of the premiums paid.
4. If the claim was caused intentionally by the policyholder, the owner, the holder, the driver, or the persons transported or their family members.
5. If the damage is the result of one of the following gross negligence:
  - a. Driving the insured bike in a state of criminal alcohol intoxication, insofar as the blood alcohol level of the person concerned exceeds the legal limit/litre of blood, without the use of alcohol being the sole cause of the condition or event;

- b. Driving the insured bike in a state of intoxication or in a similar condition resulting from the use of products other than alcoholic beverages, acute or chronic use of medicines or other substances prescribed or not 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 damage arises from a strike, riot, or violent acts of collective inspiration (of more than 10 people) when the company proves that the insured participated in such.
  9. If the damage arises from war, civil war, or similar facts.
  10. If the damage is due to radioactive causes.
  11. If the insured bike is requisitioned.
  12. If the insured bike has undergone any technical adjustment, so that the support of the insured Electric bike may exceed 25 km/h.
  13. If the damage is the result of a manufacturing fault or any product liability on the part of the manufacturer, whether or not in combination with an external element.
  14. The damage resulting from an argument, an aggression of which the insured is the trigger or instigator.
  15. Damage is as a result of the technical failure of the insured bike.
  16. Damage is caused by terrorism and a nuclear accident.
  17. Theft or attempted theft of the smartphone that locks and unlocks the insured bike via the Manufacturer's mobile application.
  18. Any damage resulting from the use of a feature which allows you to increase the pedalling assistance beyond 25km/h
  19. Theft from a trailer, roof rack or bike carrier, unless the bike is attached to the trailer, roof rack or bike carrier by an agreed lock.
  20. Theft resulting from fraudulent payment for the sale of your insured bike.
  21. Damage to clothing, objects and goods being transported.
  22. Consequential damage, loss of profit or income, any other form of indirect damage or loss suffered by you as a result of the theft or material damage to the insured bike.
  23. Any bodily injury suffered by the insured person or any other third party.
  24. Damage resulting from the projection of substances, staining or corrosive products.
  25. Accessories, which values have not been specifically added within the insured value, with the exception of fixed original accessories that are standardly included in the coverage for a maximum value of €100. Portable bike related accessories (e.g. bike computers and/or navigation

- equipment), which are easily removable without using screwdrivers or other regular tools, are excluded from coverage in case of theft.
26. The wheels, tires or battery if stolen separately. We do reimburse these if they are stolen together with the insured bike.
  27. Damage caused, other than this, to the bike, such as your liability resulting from the use of the insured bike.
  28. Aesthetic damage: such as scratches and bumps, chipping or rust are therefore not guaranteed.
  29. Damage to the tires.
  30. The damage and/or theft or attempted theft that has arisen as a result of embezzlement or abuse of trust.
  31. 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.
  32. 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.
  33. The pure disappearance of the insured bike.
  34. The events occurring in countries that are excluded from section B article 5 of the terms and conditions;

***Please read the terms and conditions to read the full list of obligations and exclusions.***

- **TERRITORIAL SCOPE**

The 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.

- **CAPITAL INSURED**

It is the insured value of the insured bike specified in the policy schedule.

This is the amount, subject to any applicable excess and depreciation, which we will compensate in the event of a claim, subject to the terms and conditions of this policy.

Compensation for theft and 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.

- 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 excess of 10% of the total insured value will be applied, with a minimum of €50 and a maximum of €200 per claim.

No depreciation is applied to the compensation calculation during the first 36 months (3 years) of the bike. As from the 37th month, a depreciation is applied.

The minimum amount of compensation is set at 50% of the insured value. Any calendar month started is counted as a full month. The initial date to be taken into consideration is the date mentioned on the bike purchase invoice.

You will find below a table showing the compensation you will receive depending on when your bike is stolen or total loss.

DEPRECIATION COMPENSATION TABLE	
Year	Maximum compensation (Depreciation as from 37th month)
At the end of year 1	100%
At the end of year 2	100%
At the end of year 3	100%
From the beginning to end of year 4	75%
From the beginning to end of year 5	50%

#### • DURATION, EXTENSION AND TERMINATION OF THE CONTRACT

The duration of this insurance contract is one year. The insurance contract is tacitly renewed, maximum four times at the main expiry date. We will inform you about this at least 1 month prior the main expiry date. You will find the main expiry date in your policy schedule.

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

After a maximum of four extensions and at the end of the fifth insurance year, this insurance contract ends. We will inform you by registered letter a few weeks before the cancellation. This way you are never insured for too long and the offer contained in this insurance is always adapted to your needs.

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

- **PREMIUM**

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.

- **COMPLAINTS**

**Do you wish to make a complaint?**

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

Mediation service of QOVER SA/NV, rue du commerce 31 - 1000 Brussels (Belgium), or by email to [mediation@qover.com](mailto:mediation@qover.com) or by telephone on +351 800 181 009. 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 20 (twenty) days after receipt of your complaint.

**In the event of a dispute over the answer given, you or the Insured Person may contact Wakam, by writing to the following address:**

**Wakam**

*Complaints Department*

120-122 Rue Réaumur  
TSA 60235  
75083 PARIS Cedex 02  
FRANCE

Wakam undertakes to acknowledge receipt of Your or the Insured Person's correspondence within 10 working days (unless Wakam has already provided You with a reply within this period), and to process your or the Insured Person's claim within a maximum period of 20 days from receipt of Your correspondence.

After exhausting Wakam's internal complaints procedures and if you are not satisfied with the answer or if you have not received a definitive answer within 1 (one) month after receipt of your complaint by the Insurer, it is possible to submit your complaint to the Portuguese Supervisory Authority: Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF), Av. da República 76, 1600-205 Lisboa, Portugal [<https://www.asf.com.pt/NR/exeres/97C24D91-5FD7-4874-9D7D-FFE049D206D9.htm>].

- **APPLICABLE LAW**

This insurance contract falls under the scope of the Decree Law no 72/2008 of 16 April 2008, the laws and regulations which apply to the insurance contract.

This insurance contract also falls within the scope of national and international regulations with regard to the (prohibition of) the provision of financial services. This legislation prohibits us from entering into agreements with or for the benefit of (legal) persons that appear on national and/or international lists (sanctions lists) because of their involvement in terrorism, money laundering or related crimes. We check this regularly. If within 10 days after the conclusion of the insurance contract it appears that you (the policyholder) are on a sanction list, then no valid insurance shall have been concluded. If your policyholder, insured person or a third party is on a sanction list during the term of the insurance contract, then this (legal) person will not be included in a claim or other services and no valid insurance shall have been concluded.

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.