



# Bike Insurance

## INFORMATION SHEET

*Article L. 112-2 and A. 112-1 of the Insurance Code*

You have or are about to acquire a bike and wish to insure yourself against the risks of theft and assistance or theft and assistance and material damage. The " Bike Insurance" contract meets this need and offers suitable cover.

### IMPORTANT INFORMATION

You are invited to check that you are not already the beneficiary of a guarantee covering one of the risks covered by the new contract. If this is the case, you have the right to revoke this contract for a period of fourteen (calendar) days, as from the date of its conclusion, without charge or penalty, if all the following conditions are met:

- You have taken out this contract for non-professional purposes;
- You show proof that you are already covered for one of the risks covered by this new contract
- The contract you wish to revoke is not fully executed
- You have not declared any claim covered by this contract.

In this situation, you may exercise your right to revoke this contract by letter or any other durable medium addressed to the insurer of the new contract, accompanied by a document proving that you already have cover for one of the risks covered by the new contract. The Insurer is obliged to refund the premium paid to you within thirty days of your revocation.

If you wish to revoke your contract but do not meet all of the above conditions, check the revocation terms in your contract.

The " Bike Insurance" is an individual insurance contract that you take out with Nationale-Nederlanden Schadeverzekering Maatschappij N.V and Europ Assistance N.V (hereinafter referred to as the *Insurers*) and which is managed by Qover (hereinafter referred to as the *Insurance Intermediary*).

The insurance contract is distributed and managed by Qover on behalf of Nationale-Nederlanden Schadeverzekering Maatschappij N.V.

**Qover N.V** - a company incorporated under Belgian law and registered in the register of insurance intermediaries by the Financial Services and Markets Authority (FSMA Belgium) under number 115284A/0650.939.878 - VAT BE 0650.939.878, whose registered office is located at Rue du Commerce 31, B-1000 Brussels, Belgium, [www.qover.com](http://www.qover.com). Qover is subject to supervision by the Belgian Financial Services and Markets Authority (FSMA)

- Rue du Congrès 12-14, B-1000 Brussels, Belgium. Qover N.V. is authorised to provide insurance distribution services in France on the basis of the freedom of services.

**Nationale-Nederlanden Schadeverzekering Maatschappij SA**, a company incorporated under Dutch law, authorised to cover French risks, an insurance undertaking registered under the code number 2925. Registered office: Prinses Beatrixlaan 35, 2595 AK 'S-Gravenhage, The Netherlands - Commercial register number DNB 27023707, under the supervision of De Nederlandsche Bank. Nationale-Nederlanden Schadeverzekering Maatschappij SA is authorised to provide insurance distribution services in France on the basis of the freedom of services.

**Europ Assistance N.V.**, a public limited company governed by the Insurance Code, whose registered office is located at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered with the Nanterre Trade and Companies Register under number 451 366 405, acting through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH whose main office is located on the 4th floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) located at 4, Place de Budapest CS 92459, 75436 Paris France. The Irish branch operates in accordance with the Code of Conduct for Insurance Undertakings (Code of Ethics for Insurance Companies) published by the Central Bank of Ireland and is registered in the Republic of Ireland under number 907089.

### Contributions

The *premium* is paid by *you* by annual SEPA transfer to the dedicated bank account indicated in the *policy schedule*. The amount of your premium is indicated in the *policy schedule*.

### Guarantees and limitations

You are covered against theft and assistance, under the conditions set out in the general terms and conditions and the policy schedule.

You are covered against material damage, if you take out this optional cover, under the conditions provided for in the general and policy schedule.

### Complaints

For the handling of any disputes, you can contact the Mediation Department of Qover - Rue du Commerce 31, 1000 Brussels, Belgium - [mediation@qover.com](mailto:mediation@qover.com) - +33 9 78 46 60 67

Qover's Mediation Department undertakes to acknowledge receipt of the complaint within 3 working days of receipt and to respond to it within a maximum of 2 months of receipt.

# General Terms & Conditions

## 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*.

### What do we mean by that?

#### INSURANCE INTERMEDIARY

Qover SA, 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 - RPR Brussels - VAT BE 0650.939.878 - [www.qover.com](http://www.qover.com). Qover NV is subject to supervision by the Belgian Financial Services and Markets Authority (FSMA) - Rue du Congrès 12-14, B-1000 Brussels, Belgium.

#### ASSURÉ(S)

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

#### WE, THE INSURER

**For material damage and theft guarantee:** Nationale-Nederlanden Schadeverzekering Maatschappij SA, a company incorporated under Dutch law, authorised to cover French risks, an insurance company registered under code number 2925. Registered office: Prinses Beatrixlaan 35, 2595 AK 'S-Gravenhage, the Netherlands - Commercial register number DNB 27023707, under the supervision of De Nederlandsche Bank.

**For the assistance guarantee :** Europ Assistance SA, a public limited company governed by the Insurance Code, whose registered office is located at 1, promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Nanterre Trade and Companies Register under number 451 366 405, acting through its Irish branch EUROP ASSISTANCE SA IRISH BRANCH whose main office is located on the 4th floor 4-8, Eden Quay, Dublin 1, Ireland, D01 N5W8 and registered with the Irish Companies Registration Office under number 907089. Europ Assistance S.A. is supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) located at 61, rue Taitbout, 754364, Place de Budapest CS 92459, 75436 Paris Cedex 09, Paris France. The Irish branch operates in accordance with the Code of Conduct for Insurance Undertakings (Code of Ethics for Insurance Companies) published by the Central Bank of Ireland and is registered in the Republic of Ireland under number 907089. Europ Assistance SA organizes assistance services and manages assistance claims through its branch Europ Assistance Belgium, VAT BE 0738.431.009 RPM Brussels, Boulevard du Triomphe 172, 1160 Brussels.

#### MANUFACTURER

The company that manufactured the insured *bike*.

#### THE RESELLER

The company that sells the insured *bike*.

### **THIRD PARTIES**

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

### **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*.

### **YOU (POLICYHOLDER)**

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

### **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.

## TABLE OF CONTENT

<b>A. GENERAL CONDITIONS</b> .....	<b>6</b>
1. <i>How do these parties relate to each other?</i> .....	6
2. <i>Which two or three-wheelers cannot be insured?</i> .....	6
3. <i>How do I contact the insurance intermediary about the insurance contract?</i> .....	6
4. <i>What to do in case of a claim?</i> .....	6
5. <i>What to do if you need urgent assistance following a claims?</i> .....	6
6. <i>Are you not satisfied?</i> .....	7
7. <i>How can the insurance contract be changed?</i> .....	8
8. <i>What does your insurance contract consist of?</i> .....	8
9. <i>What is the legal framework?</i> .....	8
10. <i>When does your insurance contract start?</i> .....	9
11. <i>What is the duration of this insurance contract?</i> .....	9
12. <i>When can you revoke the contract?</i> .....	9
13. <i>When can the insurance contract be cancelled?</i> .....	9
14. <i>What happens to the insurance contract if you (the policyholder) die?</i> .....	10
15. <i>What happens to the insurance contract if you sell the insured bike?</i> .....	10
16. <i>Can you suspend your insurance contract?</i> .....	11
17. <i>Are the insured amounts and the premium adjusted automatically?</i> .....	11
18. <i>How is your premium calculated?</i> .....	11
19. <i>Where must you be domiciled to take out and benefit from the insurance?</i> .....	11
20. <i>Transferability of the insurance contract</i> .....	11
21. <i>What do we mean by you (the insured) under this insurance?</i> .....	11
22. <i>What do we mean by a insured bike under this insurance?</i> .....	11
23. <i>When can you benefit from this insurance?</i> .....	12
24. <i>Which exclusions are common to all guarantees?</i> .....	15
25. <i>How do we compensate the damage to the insured bike?</i> .....	16
26. <i>What are the procedures for implementing the assistance?</i> .....	16
27. <i>What if there is disagreement about the extent of the damage and the amount?</i> .....	17
28. <i>What is the excess amount in case of theft or material damage?</i> .....	17
29. <i>How is compensation paid in the event of bankruptcy of the manufacturer?</i> .....	17
30. <i>Subrogation</i> .....	17
<b>B. WHAT ARE YOUR OBLIGATIONS UNDER THIS INSURANCE CONTRACT</b> .....	<b>19</b>
1. <i>What are your obligations with regard to the correct communication of information and circumstances?</i> .....	19
2. <i>What obligations do you have in terms of premium payment?</i> .....	19
3. <i>What happens if you fail to comply with these obligations?</i> .....	19
4. <i>What do we expect from you in case of claims?</i> .....	19
5. <i>Where is this Insurance contract valid?</i> .....	21
6. <i>Which courts and tribunals are competent in case of a dispute of this insurance contract?</i> .....	21
7. <i>Prescription</i> .....	21
8. <i>Reminder of legal guarantees</i> .....	22

## A. General conditions

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

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.**

### 2. 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.

### 3. How do I contact the insurance intermediary about the insurance contract?

You can contact the *insurance intermediary* from Monday to Friday from 9:00 am to 4:00 pm on +33 9 78 46 60 67 or by e-mail at [contact@goverme.com](mailto:contact@goverme.com).

Postcards can also be sent by post to: Qover N.V., 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.

### 4. What to do in case of a claim?

In the event of a claim you should contact the *insurance intermediary*. You can contact him on +33 9 78 46 60 67 from Monday to Friday from 9:00 am to 4:00 pm.

You can also fill in the claims form online via [claims.qover.com](https://claims.qover.com) or send an e-mail to [claims@goverme.com](mailto:claims@goverme.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.

### 5. What to do if you need urgent assistance following a claims?

Contact Europ Assistance immediately on +33 9 78 46 61 24 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 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.  
Belgique

**By e-mail to :**

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

Don't forget to give your bank details.

## **6. 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 SA/NV, rue du commerce 31 - 1000 Brussels (Belgium), or by email to [mediation@qover.com](mailto:mediation@qover.com) or by telephone +33 (0) 9 78 46 60 67.

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. You will then receive a final written response to your complaint within 2 (two) months.

**Any complaint about your assistance, and in particular your coverage, can be addressed to Europ Assistance Belgium:**

For the attention of the Complaints Officer,  
Boulevard du Triomphe 172 - 1160 Brussels.

Tel: + 32. 2 541 90 48 from Monday to Thursday from 10am to 12pm and from 2pm to 4pm.

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

**If the answer provided does not meet your expectations, you can contact the Customer Relationship Manager directly by mail at the following address:**

If the processing time must exceed ten working days, a waiting letter will be sent to *you* within this period. A written response to the complaint will be sent within a maximum period of two months from the date of receipt of the initial complaint.

We remind you that if you have taken out your contract through an intermediary and that your request falls within the scope of his duty to provide advice and information or concerns the marketing conditions of your contract, your complaint must be addressed exclusively to this intermediary.

**You can contact La Médiation de l'Assurance :**

Within the framework of the European FIN-NET platform, if you are still not satisfied with the final response or if you have not received a final response within 2 (two) months of receipt of your complaint, you can address your complaint to La Médiation de l'Assurance at the following address

La Médiation de l'Assurance - TSA 50110 - 75441 Paris cedex 09, FRANCE or by telephone at +33 (0) 811 901 801 or by email at le [mediateur@mediation-assurance.org](mailto:mediateur@mediation-assurance.org).

The Mediator must be contacted within a maximum period of one year from the date of your written complaint to your usual contact or to our services. The Mediator will formulate an opinion within 3 months of receipt of the

complete file. The procedure for recourse to the Mediator and the FFA's "Mediation Charter" are freely available on the website: [www.ffa-assurance.fr](http://www.ffa-assurance.fr)

It is indicated that the Mediator can only be referred to the Mediator after the Qover Mediation Department has been seized of your request and has responded to it, or has not acknowledged receipt within 10 days, or has not responded to your request within 2 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.

## 7. How can the insurance contract be changed?

1. You can request a change to your insurance contract at any time. To do so, you can contact your insurance intermediary on +33 9 78 46 60 67 or by e-mail at [contact@qoverme.com](mailto:contact@qoverme.com).
2. If any of the details in your policy have changed, you must report this to us immediately.

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 risk cancellation of the contract and refusal of coverage under Article 12.B.4 of the *General Terms and Conditions*.

## 8. What does your insurance contract consist of?

Your *insurance contract* consists of two parts:

1. 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;
2. 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.

## 9. What is the legal framework?

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

The *insurer* and the *insurance intermediary* shall not be bound to any guarantee, benefit or payment under this contract if the beneficiaries appear on a list of sanctions, resulting from a UN resolution, and/or economic or commercial sanctions provided for by the laws or regulations enacted by the European Union, France, the United States.

In addition, this *insurance contract* may involve the collection of information for the purposes of combating money laundering and the financing of terrorism.

## 10. When does your insurance contract start?



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

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

## 11. 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 maturity 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 several weeks before this expiry date. The main expiry date is specified in your *policy schedule*.

The insurance contract can only be renewed a maximum of two times, for a maximum total term of the insurance contract of 3 years. Thus, the insurance contract will terminate automatically after two tacit renewals, i.e. at the end of the third insurance year. We will inform you by registered letter several weeks before the termination.

## 12. 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 fourteen 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 waiver 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.

Done on [DATE] [Signature]".

Upon receipt of your letter of waiver 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 waiver request.

**You will not be able to exercise your right to revoke if you have expressly requested the execution of the *insurance contract* during the cooling down period, for example, by filing a claim with Qover.**

## 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 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 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 ;
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 premiums 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 month 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 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 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.

**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.**

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

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 premiums remaining to be paid may be requested from the rightful claimants.

#### 15. 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.

#### 16. 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*;

## 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 amount of the *premium* is set in your *policy schedule* and depends on the insured value of the bike and the extent of your cover in accordance with the covered guarantees and mentioned 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. »***

## 19. 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.

## 20. 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.

## 21. What do we mean by you (the insured) under this insurance?

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*.

## 22. What do we mean by an insured bike under this insurance?

The *insured bike* as described in the *policy schedule* and meeting the following criteria:

1. 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*;
2. The bike purchased new from the *manufacturer*;
3. All original fixed accessories of the *bike*, as delivered by the *manufacturer* and screwed to the bike (additional parts) are insured in full up to a maximum of € 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 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:

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 48 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 21 calendar days of the theft being reported to the competent police authorities, we will cover:
  - a. The repairs when possible;
  - b. The total loss insofar when the repairs are not possible.
4. If the bike is not found within 21 calendar days of the theft report being made to the competent police authorities, the bike shall be deemed to be definitively stolen or totally lost.

The services provided in these cases are those described below in article 25 in the event of "repair" and "total loss".

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*.

In addition, you will forfeit all guarantee rights if no report has been made to the competent police authorities within 48 hours of the discovery of the theft or attempted theft of the *insured bike* if this is detrimental to us and prevents or reduces the chances of finding the *insured bike*.

### B. 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;

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

1. Damage caused to *accessories*, except for original stationary accessories supplied by the *manufacturer* within the insured limit.
2. Damage caused by wear and tear or purely technical defects of the insured bike.
3. Damage caused to other objects or persons and not to the insured bike.
4. Damage to the smartphone containing the mobile application that unlocks the *insured bike*.

### **C. Assistance in metropolitan France in the event of 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 guarantee in this chapter apply when the bike is immobilized on a roadway accessible to our breakdown/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; 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 *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.

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 section B article 5 of these general terms and conditions;
2. Events occurring outside the validity dates of the *insurance contract*;
3. The immobilisation of the bicycle 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,

## 24. Which exclusions are 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. during sports competitions.
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 loss is a consequence of the use of the *insured bike* on an unpaved or paved road.
13. If the damage is the result of a manufacturing defect or the manufacturer's responsibility for the product.
14. Resulting from a dispute or assault instigated by the *insured*.
15. Resulting from a purely technical failure of the *insured bike*.
16. Caused by acts arising from the consequences of a nuclear accident, terrorism, attack, sabotage, riot, popular movement, insurrection or military mutiny.
17. Theft of the smartphone used to lock and unlock the insured bike via the manufacturer's mobile app.
18. Any damage resulting from the use of a feature which allows you to increase the pedaling assistance beyond 25km/h

**In addition, the following are excluded from the guarantees:**

1. Accessories stolen with or without the *insured bike*, except for original fixed accessories supplied by the *manufacturer* within the insured limit;
2. Wheels, tires or battery if stolen separately. *We* will reimburse them in the event of total theft of the *insured bike*;
3. Damage other than *material damage* to the *insured bike*;
4. Aesthetic damages i.e. damage that affects the aesthetics of the *bike* without impairing its proper functioning. (scratches, scales, rust);
5. Damage to the tyres;

6. Damage and/or theft or attempted theft resulting from a breach of trust or fraud;
7. Damage and/or theft or attempted theft committed or attempted by your employees, your spouse or common-law partner, a member of your family or with their complicity;
8. Damage and/or theft or attempted theft resulting from a technical defect, known to the insured, in the locking/unlocking system of the manufacturer of the insured bike;
9. The loss of the *insured bike* and any other damage resulting from such loss.

## 25. 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:

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 21 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. 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.

### 27. 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.

### 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*.

- 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.

### 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

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*.

## B. What are your obligations under this insurance contract?

### 1. What are your obligations with regard to the correct communication of information 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;

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

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*;

**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.

### 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* expiry date mentioned in your *policy schedule*.

### 3. 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:

1. An adjustment of the premium;
2. Termination of the insurance contract;
3. Nullity of the insurance contract;
4. 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.

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.

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

**A. In case of theft and material damage:**

1. You must report the theft of your *insured bike* to the appropriate police authorities within 48 hours.
2. You must report any claim as soon as possible and in any case within 8 days of discovering the damage. Use the claims form available at [claims.gover.com](https://claims.gover.com).
3. 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;
4. You shall put in place all possible measures to limit the extent of the damage.
5. You must send us the original purchase invoice for your bike;
6. In case of theft you must send us all the keys of the lock or show them on a live video.
7. 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.
8. In case of theft:
  - You must report the incident to the police within 48 hours and provide us with the number of the report and any useful information concerning the insured bike.
  - You must send us all the keys linked to the locks by post or shown by means of a live video.
  - You must provide us with 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.
9. For second-hand bikes you must send us:
  - Proof of purchase of your bike, which can be proven by:
    - a) A purchase invoice, in the case of acquisition from a professional seller;
    - b) A copy of the bank cheque or proof of the bank transfer, in the case of purchase from a private individual.
  - 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 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 bicycle.

**B. In case of assistance:**

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;

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 48 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;
- Decline its guarantee if *you* acted with fraudulent intent.

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

## 6. Which courts and tribunals are competent in case of a dispute of this *insurance contract*?

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.

## 7. 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.

## 8. Reminder of legal guarantees

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.

## Translation

We have written these terms and conditions to make them clear and understandable for all our customers. We provide our clients with a translation of our general terms and conditions in 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.

## 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*.

### ACCESSORIES

Additional elements that may or may not be permanently attached to the *bike*.

### 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.

### ACCIDENT

Any collision, fall, run off the road or fire of the insured bike, whether or not the bike is in traffic, which has the direct consequence of either preventing the bike from being ridden or rendering it unsafe to ride in accordance with the provisions of the traffic regulations.

### AGREED LOCK

It is a lock that is either ABUS BORDO (security 10 or more), ART (category 2 or more), FUB (category 2 wheels or more), or Sold Secure Silver (or Gold) approved.

### LUGGAGE AND CAMPING EQUIPMENT

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.

### COINCIDENTALLY

Without intention or not knowingly and willingly.

### POLICY SCHEDULE

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

### 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*.

### DAMAGE

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

### MATERIAL DAMAGE

Material damage caused to the insured *bike* as a result of an accident, i.e., a sudden, involuntary, and unforeseen event.

### 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.

### 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.

### EXCESS

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

### 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.

### HABITANT

Any person who actually lives under the same roof as the policyholder, is domiciled at the policyholder's address and participates in his family life. These conditions must be met at the same time.

### COMPENSATION

The amount of the costs we reimburse you under this insurance contract after application of the contractual provisions in the form of a monetary value.



## **THE RESIDENCE DESIGNATED BY YOU**

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

## **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 tyre is considered a breakdown.

## **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.

## **PREMIUM**

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

## **REPAIRER**

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

## **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.

## **VANDALISM**

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

## **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.

## Information relating to the protection of personal data and privacy

Nationale-Nederlanden Schadeverzekering Maatschappij SA, Europ Assistance SA and Qover SA are responsible for the processing of personal data relating to their activities. Respectively, the management of the insurance operation, assistance and distribution.

In the context of your relationship with Nationale-Nederlanden Schadeverzekering Maatschappij SA, Europ Assistance 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, Europ Assistance SA 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, Europ Assistance 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, Europ Assistance 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: sending an e-mail to [privacy@qover.be](mailto: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.

For more information, visit <https://www.qover.com/terms-policies/data>

**If you have any questions, exercise your rights or communicate with us regarding support, you can contact :**

EUROP ASSISTANCE Belgium processes your data in accordance with national and European regulations and directives. You will find all the information concerning the processing of your personal data in our privacy statement. They can be found at the following address: [www.europ-assistance.be/privacy](http://www.europ-assistance.be/privacy). This privacy statement contains, 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.

## 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](http://www.bloctel.gouv.fr)

## 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.