

# General Terms & Conditions

## Bike Insurance

### Introduction

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

All words printed in *italics* are explained in more detail in the glossary, which you can find at the end of these general terms and conditions.

In the general terms and conditions you will find all elements which are applicable to the entire insurance contract.

This policy is administered by **Qover SA**. Qover is a Belgian untied insurance agent registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878 with registered address Rue du Commerce 31, 1000 Brussels. Qover is regulated by the Central Bank of Ireland (the "**Central Bank**") for conduct of business rules and is subject to the Central Bank's Consumer Protection Code, which can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

This policy is underwritten by **Wakam**. Wakam is a French limited company registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under number 562 117 085, VAT FR59562117085, authorised and regulated as an insurance undertaking by the Autorité de Contrôle Prudentiel et de Résolution. Wakam is licensed to carry on insurance business in Ireland under the freedom to provide services and is regulated by the Central Bank for conduct of business rules and is subject to the Central Bank's Consumer Protection Code, which can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

### Prior note

We will not provide cover, charge for performance, pay compensation, or provide any benefit or service as described in the policy, if this would expose us to any sanction, prohibition, or limitation under United Nations resolutions or the trade or economic sanctions, laws, or regulations of Ireland, the European Union or the United States of America.

This policy does not insure the liability and damage to third parties that occurs from the use of the bike. This policy is not a motor vehicle liability insurance policy for the purpose of the Road Traffic Acts.

# What do we mean by that?

## YOU (POLICYHOLDER)

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

## INSURED

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

## WE, THE INSURER, US

The *insurer* is the insurance company with which the contract is concluded, namely Wakam.

## INSURANCE INTERMEDIARY

The insurance intermediary for your contract is Qover SA.

## MANUFACTURER

The company that manufactured the *insured bike*.

## SELLER

The company that sells the insured *bike*.

## THIRD PARTIES

Any person, other than *you* (the insured or policyholder), *we* (the insurer or us), the *insurance intermediary*, the third-party administrator, *manufacturer*, or the *seller*.

## AUTHORIZED USER/USER

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

## BIKE/INSURED BIKE

A two- or three-wheeled vehicle that can only be set in motion with muscle strength (with or without a mechanical auxiliary engine) and thus remains in motion, provided the speed is limited to 25km/h.

# Important information

It is important that you:

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

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

If we discover that you **deliberately or recklessly** provided us with false, inaccurate, or misleading information, including information with respect to previous insurance claims made by you, we may treat this policy as if it never existed and decline all claims and you may encounter difficulties in trying to purchase insurance elsewhere.

If we discover that you **carelessly** provided us with false, inaccurate, or misleading information, it could adversely affect the extent of your insurance cover, you may encounter difficulties in trying to purchase insurance elsewhere and we may:

- treat this policy as if it never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you otherwise; or
- cancel your insurance.

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

We will write to you if we:

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

### Change in your circumstances

You must notify us as soon as possible of any changes that affect your insurance and that have occurred since the start date. If you do not tell us about relevant changes, your insurance may not be valid and may not cover you fully.

Examples of relevant changes include:

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

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# A. General conditions

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

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

The *insurance intermediary* takes care of the contract administration on behalf of the *insurer*, as well as the settlement of claims. The *insurance intermediary* may outsource the settlement of claims in whole or in part to a third-party administrator. The *insurance intermediary* is paid for the services it provides to *you* by *commission*. The *insurance intermediary's* remuneration arrangements with us are directly attributed to the service provided hereunder and have been set out in the policy schedule.

The *insurer* guarantees the insured benefit.

## 2. What is insured?

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

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

- (i) *theft*; or
- (ii) *theft and material damage*; or
- (iii) *Theft, material damage and emergency expense*

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

Fixed original accessories are standardly included in the coverage for a maximum value of €100, for so far they are firmly installed on the bike. The value of all fixed original accessories whose exceeds this €100 and the value of additional bike related accessories that are bought at the first sale or even afterwards, are insured if their values have been specifically added within the insured value. These accessories are covered for the purchase price (minus applicable depreciation), under the condition that they are firmly installed on the bike.

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

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

You can reach Qover by phone between 9:00 a.m. and 4:00 p.m. from Monday to Friday on +353 1800 852 338 or you can email Qover at [contact@qover.com](mailto:contact@qover.com).

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

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

In the event of *theft* or *material damage*, the *insurance intermediary* is the point of contact to make a claim under this *policy*. You can contact the *insurance intermediary* by telephone on +353 1800 852 338 from Monday to Friday from 9:00 a.m. to 4:00 p.m.

You can also use the claim form available at [claims.qover.com](https://claims.qover.com) or email it through to [claims@qover.com](mailto:claims@qover.com).

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

Any claim must be made as soon as possible after the *theft* or *material damage* occurring, and in any event within [8] working days. Where you fail to disclose the occurrence of the theft or material damage within [8]

working days, we may decline or reduce the amount we pay on a claim, where such failure prejudices our ability to review your claim in any way.

We will only pay amounts if they are not covered by other insurance. You must inform us of other potentially relevant insurance cover that may be available to you and assist us in seeking reimbursement where appropriate.

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

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

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

By letter to the Mediation Department 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 +353 1800 852 338. If your complaint relates to the *insurer* or matters for which the *insurer* is responsible, Qover will forward the complaint to the *insurer*.

You will receive a written confirmation of receipt of your complaint within 3 (three) working days. You will receive a definitive answer to your complaint, in writing, within 1 (one) month after receipt of your complaint.

### **You can contact the Financial Services and Pensions Ombudsman:**

If you remain dissatisfied with the final response to your complaint, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details for the FSPO are: The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone +353 1 567 7000; email: [info@fspoi.ie](mailto:info@fspoi.ie).

**The FSPO is an independent, impartial, fair and free service that helps resolve complaints between consumers and pensions providers and regulated financial services providers. You can find more information on the FSPO at [www.fspoi.ie](http://www.fspoi.ie).**

### **If necessary, you can contact the European Platform for Online Dispute Resolution:**

If you have arranged your *policy* online or by other electronic means (e.g., by telephone, SMS, fax or mobile device), you may be able to file your complaint via the European Online Dispute Resolution (ODR) Platform <http://ec.europa.eu/odr>, which should forward the complaint to the appropriate Alternative Dispute Resolution (ADR) scheme. The *insurance intermediary's* ADR scheme for consumers in Ireland is the FSPO, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>.

The above complaints handling arrangements are without prejudice to your right to initiate legal proceedings.

We will record all communications, including phone calls, to improve the quality of the services, for training or fraud detection purposes.

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

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

To request a change to your insurance contract, you can contact the *insurance intermediary* by telephone on +353 1800 852 338 or by sending an email to [contact@qover.com](mailto:contact@qover.com).

### **Please take the following into account:**

1. If your details on the *policy schedule* change, you must notify the *insurance intermediary* of such change as soon as possible.

2. We assess changes in the same manner as when applying for a new insurance contract. The change could result in an increase or decrease in the *premium*.  
We reserve the right to not accept the change or terminate the insurance contract.

## 7. What is the legal framework?

This insurance contract shall be governed by the laws of Ireland and, regarding consumers only, is a consumer insurance contract within the meaning of the Consumer Insurance Contracts Act 2019.

## 8. When does your insurance contract start?

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

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

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

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

This insurance contract may be renewed for four further periods of one year each. Qover will contact you at least 28 working days prior to the *expiry date* of your current *policy* and, if renewal is offered, provide full details of your next premium; the premiums paid by you in the preceding five years on foot of this contract; a list of claims that have been paid by us to you in the preceding 5 years on foot of this contract; and any changes to the terms and conditions. If you do not provide any new information in response to any request for additional information from us at renewal and where you continue to pay the premium, it will be presumed that the information previously provided has not altered.

If you do not wish to renew your *policy*, you must contact Qover by email to [contact@qover.com](mailto:contact@qover.com). You should notify Qover no later than 10 working days before the start date of your new *policy* (as stated in the renewal notice).

This insurance contract expires after four renewals at the end of the fifth year of insurance. We will inform you by letter or by e-mail a few weeks before the termination. This means that you are not insured beyond the end date of the insurance.

As the bike no longer exists or the bike is no longer in your possession, this insurance contract will also automatically terminate after settlement of a claim for *theft* or for irreparable *material damage* (total loss).

## 10. When can the insurance contract be cancelled?

Below you will find an overview of when the insurance contract can be terminated.

### A. When can you (the *policyholder*) cancel the insurance contract?

1. You can revoke the insurance contract within 14 calendar days after you have received the *policy schedule*, these *general terms and conditions* and the pre-contractual information. This is possible without having to provide any reason by sending the withdrawal form by email to [contact@qover.com](mailto:contact@qover.com). The withdrawal form will be emailed to you along with the *policy schedule* and these *general terms and conditions*. The cancellation will take effect immediately upon notification. You will receive a full refund of all *premium* paid provided that no claim has been made prior to cancellation.

In addition, you can revoke the insurance contract at any time during the period between the purchase date and the date you receive your *policy schedule*. In this case, you will receive a full refund of all *premium* paid.

2. If you are offered a renewal of the insurance contract, you may cancel the renewal by contacting Qover by email to [contact@qover.com](mailto:contact@qover.com). You should notify Qover no later than 10 working days before the start date of your renewed *policy* (as stated in the renewal notice) if you do not wish to renew *your policy*.

You have also a right to cancel any renewed contract of insurance within 14 working days after you are informed that the contract is renewed. In such case, we will refund you part of the *premium* in proportion to the unexpired term of the *policy*, provided no claim has been made.

3. You can cancel the insurance contract after a claim. You can do this at the latest 15 days after payment or upon the refusal to pay compensation in respect of a claim. The insurance contract then ends 15 days after the date of notification. You must inform us of this by registered letter to Qover or email to [contact@qover.com](mailto:contact@qover.com). If you choose to terminate the insurance contract, we will refund you part of the *premium* already paid in proportion to the unexpired term of the *policy*, provided no claim has been paid and no claims has been made which remains outstanding.

## **B. When can we cancel the insurance contract?**

1. We may cancel the insurance contract in whole or in part at the *expiry date*, by not offering a renewal. We will notify you, by email, at least 28 working days before the *expiry date* if we do not intend to offer a renewal.
2. We can terminate the insurance contract if the *premium* is not paid. If you do not pay the *premium*, we will send you a reminder. If you still do not pay, we will notify you by registered letter. If you do not pay the *premium* in full by the date set therein, the insurance contract will automatically terminate.
3. We may cancel the insurance contract if (i) you notify us of a change of circumstances which we consider, in our sole discretion, to increase the risk of *theft* or *material damage* occurring; or (ii) you notify us that you have sold the *insured bike*, as set out below; or (iii) you move or change your habitual residence from Ireland; or (iv) you make technical changes to the *insured bike*, as set out below; or (v) you do not comply with your obligations under this contract. In such case, we will refund you part of the *premium* in proportion to the unexpired term of the *policy*, provided no claim has been made.

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

In case of death, the benefit of the insurance contract is transferred to your successors (the heirs).

The heirs may cancel the insurance contract as described in the present general terms and conditions.

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

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

After all, the *insurance contract* is not transferable (except in the event of death, as described above). The insurance contract automatically terminates from the moment of notification, and we will reimburse you an amount of *premium* in proportion to the unexpired days remaining on the period of insurance.



### 13. How is your premium calculated?

The *premium* (the details of the composition can be found in your *Policy schedule*) depends on the *insured value* of the *bike* and the extent of your cover as stated in your *policy schedule*.

Note: that if you are going to compare different insurance contracts, you will not only be able to compare the costs and charges of the contracts, but you will also need to consider other elements such as the scope of cover, the amount of any excess and the exclusions that may apply.

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

You (the policyholder, as a natural or legal person) must have your main residence (which shall include for the purposes of this policy, in the case of legal persons, your registered office) in Ireland to be able to take out this insurance. You must notify us if your main residence changes. If your situation changes such that your main residence is no longer in Ireland, this policy will terminate automatically.

### 15. Transferability

This insurance contract is not transferable except in the event of death of the policyholder, as described above.

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

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

1. The bike in its original condition as supplied by the (re)seller or manufacturer.
2. The bike that was newly purchased from the reseller or manufacturer that is less than 12 months old at the time of purchase of the insurance contract, or the second-hand bike that is less than 12 months old at the time of purchase of the insurance contract;
3. Fixed original accessories are standardly included in the coverage for a maximum value of €100, for so far they are firmly installed on the bike. The value of all fixed original accessories whose exceeds this €100 and the value of additional bike related accessories that are bought at the first sale or even afterwards, are insured if their values have been specifically added within the insured value. These accessories are covered for the purchase price (minus applicable depreciation), under the condition that they are firmly installed on the bike.

You are required to notify us of any technical changes that are made to the *bike* such that the subject matter of this contract or the nature of the risk insured has changed. Any such technical changes will automatically result in the cancellation of this *policy* and we may decline any claim relating to a *bike* with such technical changes.

### 17. When can you benefit from this insurance?

**The Theft, Material damage and Emergency expense guarantees are only provided if this is expressly stated in your policy schedule.**

#### A. Theft guarantee

**Subject to Clause 18 (Exclusions) below, we insure 24/7 the theft and damage to the insured bike in case of theft, attempted theft and theft or attempted theft after an assault:**

1. If the *bike* was in your locked home or in a private locked space. In this case, you should not attach the *bike* to a *fixed point*;
2. If the *bike* was outside or in a common room, provided that the latter was secured with by the frame with an approved 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 an Garda Síochána within 24 hours of discovery of the theft, attempted theft or assault;
2. If the *bike* is found within 14 calendar days after the theft has been reported to the police, we cover the following:
  - a. the cost of repair to the extent that it appears possible; or
  - b. the *insured value* in case of a total loss (where repair proves to be impossible);
3. If the *bike* is not found within 14 calendar days of the theft being reported to an Garda Síochána, we consider it to be definitively stolen and it is considered to be a total loss, excluding fraudulent claims or where fraudulent evidence or information is submitted or adduced in its support.

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

- The *insured bike* was in a publicly accessible place and was not attached to a *fixed point* by means of the frame using an *approved lock*, and was not locked according to the manufacturer's provisions, such as the frame lock or application lock.
- The *insured bike* was in a closed common room and was not attached to a *fixed point* by means of the frame using an *approved lock*, and not locked according to the manufacturer's provisions, such as the frame lock or mobile application lock.
- No report is registered with an Garda Síochána within 24 hours of the discovery of the theft, attempted theft, or attack.
- *Theft* or attempted *theft* of the *insured bike* resulting from the theft of the smartphone containing the mobile application used to unlock the *insured bike*.
- Where you have made a fraudulent claim or where fraudulent evidence or information is submitted or adduced in its support.

## **B. Material damage guarantee**

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

***Subject to Clause 18 (Exclusions) below, We insure the material damage to the insured bike:***

- that was accidentally caused; or
- that was caused by *vandalism*, which has been reported to an Garda Síochána; or
- that was caused by contact with an animal, by fire or by natural elements such as flood.

The following damage is not covered:

- A. Damage to additional accessories which values have not been specifically included within the insured value, with exemption of fixed original accessories supplied by the seller or manufacturer which are insured together as a whole for up to € 100.
- B. Damage as a result of wear and tear, modification or a technical defect of the insured bike.
- C. Damage to objects or persons other than the insured bike.
- D. Damage to the smartphone containing the mobile application used to unlock the insured bike (if applicable).

### C. Emergency expense guarantee

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

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 *insured's residence* or *the residence designated by him*;

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

**This guarantee is limited to 3 claims per insurance year.**

**The emergency expense guarantee is excluded if:**

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

## D. Additional Accessories

**This guarantee is only valid if you have added accessories value to the total insured value.**

Fixed original accessories of the bike, as supplied by the seller or manufacturer, are standardly included in the insurance and covered for a maximum value of €100 regardless of the number of accessories. The value of the fixed original accessories that exceeds this €100 and the value of 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 value.

All fixed original accessories and additional accessories that have been specifically included within the insured value are covered for the original purchase price (minus applicable depreciation), for so far they are firmly installed on the bike. The applicable depreciation compensation table is mentioned on the policy schedule and in article 19.

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

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

### 18. Which exclusions apply to all coverages?

1. If the cover of the insurance contract is suspended due to non-payment of the *premium*.
2. In case of deliberate or fraudulent concealment or conduct 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*,
  - a. if the *insurer* provides evidence that it would in no case have insured the risk on any terms, its intervention will be limited to reimbursement of the *premiums* paid.
  - b. if we would have entered into the policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim.
4. If an insured event (the occurrence of *theft* or *material damage*) was caused intentionally by an *insured, authorized user* or the persons transported or their family members.
5. If the event resulting in *theft* or *material damage* is the result of:
  - a. an insured riding the *insured bike* in a state of criminal alcohol intoxication, insofar as the blood alcohol level of the person concerned exceeds the legal limits. (without the use of alcohol having to be the sole cause of the condition or event);
  - b. an insured riding the *insured bike* in a state of intoxication or in a similar condition resulting from the use of products other than alcoholic beverages, acute or chronic use of medicines or other substances not prescribed by a doctor and which change one's behaviour;
  - c. apparent poor maintenance or failure to replace essential parts.

6. If the *material damage* occurs during the exercise for or the 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 participation of the insured (or any other person) in bets or challenges.
8. If the *theft* or *material damage* arises from a strike, riot, or violent acts of collective inspiration (of more than 10 people) when the company proves that the insured participated in such.
9. If the *theft* or *material damage* arises from war, civil war, or similar facts.
10. If the *material damage* is due to radioactive causes.
11. If the *insured bike* is taken on requisition by any authority.
12. If the *insured bike* has undergone any technical adjustment so that the subject matter of this contract has changed, which will include a circumstance where the electric motor may support propulsion of the *insured bike* when travelling at more than 25km/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. If the *material damage* results from an argument or aggression of which the insured is the trigger or instigator.
15. If the *material damage* results from a technical failure of the *insured bike*.
16. If the *material damage* is caused by *terrorism* or a nuclear accident.
17. *Theft* or attempted *theft* of the smartphone that locks and unlocks the *insured bike* via the *manufacturer's* mobile application.
18. *Theft* from a trailer, roof rack or bike carrier, unless the bike is attached to the trailer, roof rack or bike carrier by an approved lock.
19. *Theft* resulting from fraudulent payment for the sale of your *insured bike*.
20. Damage to clothing, objects and goods being transported.
21. Consequential damage, loss of profit or income, any other form of indirect damage or loss suffered by you as a result of the *theft* or *material damage* to the *insured bike*.
22. Damage resulting from the projection of substances, staining or corrosive products,
23. Any damage resulting from the use of a feature which allows you to increase the pedaling assistance beyond 25km/h.
24. Accessories, which values have not been specifically added within the insured 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.
25. The wheels, tires or battery if stolen separately. We do cover these if they are stolen together with the *insured bike*.
26. Damage caused other than to the *insured bike*, such as your liability resulting from the use of the *insured bike*.
27. Aesthetic damage such as scratches and bumps, chipping, or rust.
28. Damage to the tires.
29. *Material damage, theft or attempted theft* that has arisen as a result of embezzlement or abuse of trust.

30. *Theft of, or material damage* resulting from the attempted *theft* of, the *insured bike* by an authorized user or any person to whom you entrusted the *insured bike*.
31. *Theft or material damage* resulting from an attempted *theft* where the perpetrator(s) or accomplice(s) are the insured or policyholder or are staying with or appointed by the policyholder, owner, or holder of the *insured bike*.
32. *Theft* if the procedure prescribed by the manufacturer to lock the *bike* is defective and if this technical defect was known or had to be known by the user.
33. Any other indirect or consequential loss incurred by you as a result of the *theft* of or *material damage* to the *insured bike*.
34. The pure disappearance of the *insured bike*.

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

### In case of repair:

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

### In case of total loss:

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

- a monetary value equal to the damage amount of the *insured bike* after applying the excess and depreciation applicable.

By accepting compensation in the event of *theft*, you agree to transfer ownership of the stolen *bike* to the *insurer*. If the *insured bike* is found afterwards, it will remain the property of the *insurer*.

We consider an *insured bike* where the repair cost is higher than the economic value as an economic total loss and we reimburse such in accordance with the provisions in this section.

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

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

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

DEPRECIATION COMPENSATION TABLE	
Year	Maximum compensation (Depreciation as from 37th month)
At the end of year 1	100%
At the end of year 2	100%
At the end of year 3	100%

From the beginning to end of year 4	75%
From the beginning to end of year 5	50%

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

## 20. What is the excess amount in case of theft or material damage?

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

- **No excess** is applied in the event of theft and total loss.
- In case of repairable material damage, an **excess of € 35** per claim will be applied.

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

In case of bankruptcy of the *seller or manufacturer* and you are entitled to a compensation in the form of a voucher that would otherwise be valid for use in the *seller's* online store, we will transfer the compensation for a claim to your bank account after deduction of the applicable excess.

## 22. Subrogation

Where we are liable under this contract to *you*, we will be subrogated to your rights and claims against any liable third party up to the amount of *our* expenses. Except in the event of serious or willful misconduct, we will not exercise recourse against your descendants, ascendants, spouse, lineal relatives, persons living with you under one roof, your guests, and the members of your household staff.

However, we can exercise recourse against these persons insofar as their liability is actually covered by insurance.

## 23. Time limit for making claims

A claim must be made as soon as possible after the *theft or material damage* occurring and in any event within 8 days of *you* becoming aware of the *theft, material damage* or *you* paying emergency expense. Where you fail to disclose the occurrence of the theft, the material damage or the payment of emergency expenses within 8 days, we may decline or reduce the amount we pay on a claim, where such failure prejudices our ability to review your claim in any way.

## 24. Rights of Third Parties

A person who is not a party to this policy has no right to enforce any term of this policy, but for the avoidance of doubt, this does not affect any right or remedy of a third party which exists or is available under the Consumer Insurance Contracts Act 2019 or any other applicable law, regulation or statutory instrument.

## 25. Insurance Compensation Fund

We are covered by the Insurance Compensation Fund. You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this policy. You can learn more about this fund at <https://www.gov.ie/en/publication/573de1-the-insurance-compensation-fund/>



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

### 1. What obligations do you have to communicate the correct data and circumstances?

#### A. When entering into the insurance contract:

The *policy schedule* has been drawn up on the basis of *your* answers to the questions upon signing this insurance contract. Your answers are decisive for the assessment of the risk.

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

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

If you want to cover a new bike that you bought less than 30 days ago, you must provide us with the serial number within 14 days of the start date of your insurance contract

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*;

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

The value of the insured bike may not exceed the amount stated on the first sale invoice. The insured value might be increased by the value of additional fixed accessories in the terms of this General terms and conditions

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

*You* must notify *us* of any changes that may occur during the course of the insurance contract which may affect elements and statements contained in *your policy schedule*. If *you* change address, *you must inform us* of *your* new address.

### 2. What obligations do you have in terms of premium payment?

*You* are obliged to pay the *premiums* (including taxes and costs) by the *premium due date* specified in the invoice.

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

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

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

If you fail to comply with the obligations when entering into and during the term of the *insurance contract*, this may result in:

1. Adjustment of the *premium*;
2. Cancellation of the *insurance contract*;
3. Nullity of the *insurance contract*;
4. Refusal of compensation for a claim or reduction in the amount of compensation paid in proportion to the ratio between the *premium* paid and the *premium* that you would have had to pay.

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

#### A. In case of theft and materiel damage

1. That you report the *theft* of your *insured bike* to an Garda Síochána within 24 hours.
2. That you report any *material damage* as soon as possible and in any event within 8 days after the damage occurred, using the claim form available at [claims.qover.com](https://claims.qover.com) – please note: failure to report may result in us refusing your claim and/or cancelling this contract of insurance, as set out in further detail above;
3. That you cooperate in the handling of the claim by providing any useful information or written confirmation thereof that may be requested;
4. That you take all possible measures to limit the extent of the damage;
5. You must provide us with the original invoice of the *insured bike*.
6. If it is possible to repair your bike, you must go to a repair shop and provide us with an estimate of the damage before the repair is carried out.
7. In case of theft:
  - You must report the *theft* to an Garda Síochána within 24 hours and provide us with the case number and any useful information about the *insured bike*.
  - You must provide us with the relevant information about the *bike* and its location (through the manufacturer's theft deterrent system, if applicable), as well as any useful information found in the *manufacturer's* mobile application. *If applicable*, you must report the theft of the *bike* in your mobile application immediately after the incident, allowing the *manufacturer* to trace the bike from the moment of the incident.
  - You authorize the *insurance intermediary* and the *insurer* to receive this information.
8. For second-hand bikes you must also provide us with:
  - Proof of purchase of your *bike*, which can be established with:

- A purchase invoice, in case of purchase from a professional seller;
- A copy of the bank check or proof of the bank transaction, in case of purchase from a private person;
- In case of purchase from a private person *you* must be in possession of the original purchase invoice of the former *bike* owner.

If you fail to comply with these obligations, we will refuse to intervene to the extent that we suffer damage or a reasonable disadvantage as a result of the shortcoming.

**B. In case of emergency:**

When claiming for the emergency expense guarantee the *insured* will have to prove and provide:

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

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

In case of disputes with regard to this *insurance contract*, only the Courts of Ireland shall be deemed competent.

# Glossary

## ACCESSORIES

Additional bike related elements that are firmly installed on the *bike*, however not originally delivered with or on the bike, but bought additionally at the *initial sale* or afterwards.

## ACCIDENT

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

## APPROVED LOCK

It is a lock that is either ABUS (security 10 or more), [AXA Hiplok, Kryptonite, Linka (with chain), MasterLock, 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 SRA Locks.

## COMPENSATION

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

## DAMAGE (INSTANCE)

The occurrence of a sudden and accidental covered event that damages *your insured bike*.

## EXCESS

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

## EXPIRY DATE

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

## FIRST SALE

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

## FIXED ORIGINAL ACCESSORIES

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

## FIXED POINT

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

## MATERIAL DAMAGE

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

## INSURED VALUE

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

## POLICY/INSURANCE CONTRACT

The document in which the policy schedule are recorded, which together with the general terms and conditions and any endorsement thereto constitute your insurance contract.

## POLICY SCHEDULE

The document that the *policyholder* receives after the *insurance contract* has been concluded and which shows particulars of the *insurance contract* such as the *premium* and the *expiry date*.

## PREMIUM

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

## TERRORISM

A clandestine organized action or threat of action with ideological, political, ethnic or religious intentions, carried out individually or by a group, involving violence against persons or the economic value of a material or intangible property is wholly or partially destroyed, either to

impress the public, to create an environment of insecurity or to put pressure on public authorities or to hinder the movement or normal operation of a service or an undertaking.

### **THEFT**

The disappearance of an insured bike or part thereof as a result of theft, not committed by, or with the cooperation of the insured or one of his family members.

### **VANDALISM**

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

# Data protection notice

The information below sets out how **We** deal with your data. For further information on how Qover handles your data, please refer to Qover's data privacy policy, which can be found at: <https://www.qover.com/terms-policies/data>.

## Introduction

To comply with the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto) and with any applicable data protection regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC – General Data Protection Regulation – (GDPR), **We** are committed to processing **Your** personal information fairly and transparently.

**You** must read this Data protection notice carefully as it explains how **We** use **Your** personal information.

In this Data protection notice, "**We**", "**Us**" and "**Our**" refers to Wakam and Qover. When **We** say, "**You**" and "**Your**" in this clause, **We** mean anyone whose personal information

Wakam and Qover as joint data controllers, are committed to protecting **Your** personal information and the principles of data security in the configuration of **Our** services.

## Categories of personal data collected

In the course of providing our products and services, we may collect and use personal data about you, such as:

- Information relating to your identity (surname, first names, postal address, telephone number, e-mail address...);
- Policyholder information (insurance policy number, bank account number, payment card details, billing, payment history, etc.);
- Claim information (claim number, date and reason for loss, call history, loss details, policy reference number and supporting documents);
- Information about the insured bike (make, model, serial number, registration number, identification number, date of purchase, etc.).

As part of the processing of these data, we may collect data relating to offences, convictions and security measures at the time of your subscription to the insurance contract, during the execution of this contract or as part of the dispute management process.

## Why we process your personal data

Your personal data is used for the following purposes:

- The management of your contract and insurance policy, the execution of contract guarantees (including claims management) and the management of claims and disputes, such processing being necessary for the execution of your contract;
- Risk control and monitoring, which enables us to prevent fraudulent activities and ensure the recovery of sums due and is therefore necessary based on our legitimate interests;

- The elaboration of statistics and actuarial studies, which enables us to improve the offers and services offered and is therefore necessary based on our legitimate interests;
- To improve the clients satisfaction;
- Preventing insurance fraud and money laundering in order to comply with our legal obligations.

## Disclosure of your personal data

Your personal data may be disclosed to the following third parties:

- To our group companies such as our parent company and its affiliated companies;
- To our service providers and subcontractors, for the purposes of managing and executing your contract;
- To other insurance companies (intermediaries, reinsurers);
- To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet our legal and regulatory obligations. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

**We** will never share **Your** information with external marketing services. **Our** privacy policy contains more information about the personal data **We** collect and how **We** process that data. **We** may monitor and record telephone calls to help maintain **Our** quality standards and for security reasons.

## How long will your information be held for?

The personal data will be stored during the execution of the insurance contract and after the occurrence of the last claim, as required by the regulation.

## What are your rights?

**You** have the following rights in relation to the handling of **Your** personal data:

- **You** have the right to access personal data held about **You** ;
- **You** have the right to have inaccuracies corrected for personal data held about **You** ;
- **You** have the right to have personal data held about **You** erased ;
- **You** have the right to object to direct marketing being conducted based upon personal data held about **You** ;
- **You** have the right to restrict the processing for personal data held about **You**, including automated decision-making ; and
- **You** have the right to data portability for personal data held about **You**.

## International transfers of your personal data

We may transfer your personal data outside the European Union, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance with the Data Protection Legislation.

## Contact Us :

If **You** have any questions regarding **Our** use of **Your** personal information or wish to exercise **Your** rights regarding such personal information, please contact the Data Protection Officer at the following address: Wakam, 120-122 rue Réaumur, 75002 Paris, France, or via email to: [dpo@wakam.com](mailto:dpo@wakam.com).

## How to make a complaint

If **You** are unhappy with the way in which **Your** personal data has been processed **You** may in the first instance contact the Data Protection Officer using the contact details above.

If **You** remain dissatisfied then **You** have the right to apply directly to the Office of the Data Protection Commission for a decision.

The Data Protection Commission can be contacted at: Data Protection Commission – Canal House, Station Road, Portarlinton R32 AP23, Co. Laois – Ireland – [www.dataprotection.ie](http://www.dataprotection.ie)

## Fraude

Any fraud or attempted fraud against the insurance company, when drawing up the claim report or answering the questionnaires, not only entails the termination of the insurance contract but is also subject to prosecution under the Criminal Code. In accordance with the law on the protection of privacy, he or she is informed and, if necessary, is given the opportunity to have the information relating to him or her corrected.

## Insurance Supervisory Authority

As part of this insurance contract, the Insurance intermediary and the Insurer are submitted at the authority of the Central Ban of Ireland, N Wall Quay, North Dock, Dublin, D01 F7X3, Ireland.

Qover SA, as a belgian insurance intermediary, is also submitted at the authority of the Banque Nationale de Belgique, Boulevard de Berlaimont 14 – 1000 Bruxelles – Belgium.

Wakam, as a french insurance company is also submitted at the authority of the Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 place de Budapest – CS92459 – 75436 Paris Cedex 09, France.