

INSURANCE PROVISIONS E-BIKE COVER BY CYCLIS BIKE LEASE NV

The insurance cover shall be subject to the following provisions, unless otherwise set out in the agreement. The term e-bike used above and below refers both to speed pedelecs (bicycles with power-assisted pedalling) and to e-bikes proper.

Article 1: Content

1. Cyclis Bike Lease NV grants the policyholder, in accordance with the supplementary terms and conditions set out in article 4, a repair cost insurance for the proper operation of the parts specified in article 2(1) during the third year of the lease.

2. If one of the parts specified in article 2(1) directly ceases to work during the third year of the lease, that is to say not as a result of a fault in the parts to which the present insurance does not apply, the policyholder shall be entitled to reimbursement of the repair costs involved. An additional condition for claims is due observance of the guidelines set out in article 4.

3. The repairs that are covered by the repair cost insurance also include testing, measurement and adjustment work, insofar as this is required to remove the damage in question and does not relate to inspection, cleaning or major or minor maintenance work.

The insurance does not cover the cost of oil, lubricants, detergents, filters and inserts and any direct or indirect consequential loss (e.g. towing fees, storage charges, freight charges, costs for rental vehicles, disposal contributions, fees for being unable to use the e-bike, consequential damage to uninsured parts).

Article 2: Scope, duration and validity of the insurance

1. The repair cost insurance covers all parts of the e-bike as detailed in the agreement with the exception of all ancillary equipment and fittings not supplied by the manufacturer of the bike and all parts that are subject to natural wear and tear such as the chain, belts, chain sprocket, axles, brake pads, brake discs, drum brakes, lights, tyres, cabling and batteries (the drive battery is covered). The diminishment of the life and capacity of the battery is also considered natural wear and tear and is not covered by the insurance.

2. Premium

a) The insurance cover starts at the time of payment of the premium, but no earlier than at the agreed time.

b) If the premium is not paid on time, Cyclis Bike Lease NV shall be within its rights to cancel the contract as long as no payment has been made.

c) If the premium has not been paid by the time a claim is entered, Cyclis Bike Lease NV shall be under no obligation to provide compensation.

d) The insurance shall be valid only during the third year of the lease.

The insurance for the repair costs provides cover across the whole of Europe.

Article 3: Exclusions

The insurance cover does not apply to all types of damage that have been in part caused:

(a) by an accident, i.e. an event caused by a sudden exterior mechanical force that has a direct impact;

(b) by injudicious acts or acts perpetrated with wilful or malicious intent, misappropriation such as theft, unauthorised use, robbery and embezzlement, direct damage caused by animals, storms, hail, frost, corrosion, lightning strikes and chipping, earthquakes, water infiltration, and as a result of scorching, fire or explosion;

(c) by military action of any kind, civil war, domestic disturbances, industrial action, evictions, terrorism, vandalism, confiscation or other governmental interventions, or by nuclear energy;

d) while taking part in competitions, rallies, speed trials or practice rides in preparation thereof;

e) by altering the original construction of the e-bike (e.g. tuning, V-max lifting, etc.), as well as by fitting parts or accessories not authorised by the manufacturer;

f) due to failure to repair a part in timely fashion that was in need of repair, unless it can be shown that the damage was not the result thereof or that the part in question had at least been provisionally repaired by a trained and authorised specialist at the time the damage occurred;

g) where the policyholder uses the e-bike at least part of the time as a rental vehicle, for courier, express and parcel delivery services, for the transport of sick persons and for professional passenger transport;

(h) as a result of the use of unsuitable fuels or due to a lack of fuels (lubricants, oils, etc.);

i) for which a third party is responsible or for which the repair is carried out under the manufacturer's warranty, or which are due to a manufacturing or material defect which is prevalent in the type of e-bike in question (serial defects) and for which, depending on the type and frequency, the manufacturer's warranty generally applies.

Article 4: Requirements in respect of claims

For all claims entered, the requirement is for the policyholder to comply with the manufacturer's instructions specified in the user manual of the e-bike and the general terms and conditions of Cyclis Bike Lease NV.

Article 5: Transfer of rights

In the event of a transfer of ownership of the insured e-bike, the rights arising from the insurance shall not pass to the new owner of the e-bike at the time of the transfer of ownership.

Article 6: Claim settlement / compensation fees

1. If the policyholder does not have the repair carried out by the bicycle dealer where the e-bike was purchased, the former is under obligation to have it carried out exclusively by another qualified bicycle dealer.

2. Policyholder claims

The policyholder shall be paid the labour and material costs covered by the insurance.

If the battery fails completely, the cost of a new battery in the third year of use of the e-bike is paid at 60%.

If the cost of repair exceeds the value of a replacement unit as customarily installed in the event of such damage, at the utmost a sum in compensation shall be paid in the amount of the cost of such a replacement unit, including the removal and installation costs, less any excess agreed in the insurance contract. The maximum amount of compensation arising from the insurance obligation is limited per claim to the current market value of the damaged e-bike at the time when the damage occurred.

3. Entering of claims arising from the insurance contract

In the third year of the lease, the policyholder is under obligation to assert all claims exclusively and directly against Cyclis Bike Lease NV.

4. Requirements for policyholder claims

Cyclis Bike Lease NV is responsible for settling the claims. Each claim is subject to the requirement that the policyholder:

a) informs Cyclis Bike Lease NV of the damage immediately, and certainly before a start is made on the repair work;

b) cooperates with the persons tasked by Cyclis Bike Lease NV to this end, in examining the e-bike and, on request, provides all information necessary to determine the extent of the damage;

c) limits the damage as widely as possible and in doing so complies with the dealer's instructions. Furthermore, and unless circumstances prevent this, he is to seek the said instructions before a start is made on the repair work;

d) have the repairs carried out by the bicycle dealer where the e-bike was purchased or by another qualified bicycle dealer;

e) send the original invoice for the repair to Cyclis Bike Lease NV, specifying the work carried out, the parts used and the labour specified in working hours, within one month of the invoice date.

Article 7: Notifications, statements indicating intention, changes of address

All notices and statements intended for us are to be addressed to Cyclis Bike Lease NV. If you have not notified us of a change in your address, it is sufficient that we send you a letter by recorded delivery to your last address known to us for any notification we are required to send to you. The notification shall be valid from the third day after the letter is sent. The same applies in the event you have changed your name.

Article 8: Applicable law

The present contract shall be governed by Belgian laws and regulations, including the Insurance Act of 4 April 2014. Any disputes regarding the present insurance shall be submitted to the court of competent jurisdiction at the insured's place of residence.

Cyclis Bike Lease NV with address at Hendrik van Veldekesingel 39A, as the party responsible for processing your personal data, shall process your data for the purpose of the proper performance of your insurance contract. These are necessary for the proper performance of the contract. Failure to provide your personal details means you will not be able to conclude this insurance contract with Cyclis Bike Lease NV. In the same context, your personal data will be passed on to partner companies of Cyclis Bike Lease NV as well as to companies belonging to Cyclis Bike Lease NV. These recipients will not be located outside the European Union. Your personal data will be retained for a period of no longer than 10 years after the insurance contract has ended. You have the right to request access to your personal data and to have them corrected or deleted, as well as the right to data portability, in compliance with the provisions of applicable law. You may also file a complaint with the supervisory authority.

The insured may send any complaints concerning this contract to Cyclis Bike Lease NV, Hendrik van Veldekesingel 39A Bus 1.02, phone: +32 11 730 115 15

Article 10: Third party obligations

Insofar as, in the event of a loss, a third party is liable to pay compensation or compensation may be claimed under other insurance contracts, these payment obligations take precedence.

If you also have claims against third parties based on the same loss, you may only claim a sum in compensation that does not exceed your total loss.

If you are entitled to compensation under other insurance contracts, you are free to report the claim to the insurer of your choice.

All claims must be reported to Cyclis Bike Lease NV via insurance@cyclis.be.