



Damage coverage

In heavy rain, snow and sleet, the roads are often very slippery - and a fall with your bicycle is then quickly made. But even in nice weather, you are not always spared. Didn't you see that opening car door in time because of the low-hanging sun, or did you get your wheel stuck in a well or ditch on the road? With our damage coverage you can be sure of a quick repair - of the damage to your bicycle that is. For those bruises and abrasions, it is better to go to the doctor.

1. What is damage coverage?

As the owner of the bicycles, o2o has insured itself against damage, so you as a cyclist need not to worry. Thanks to the damage guarantee you are covered for unexpected material damage to your bicycle, for example after a fall, an accident or vandalism. For more details, see the Terms of service for damage coverage.

2. Which parts are covered?

Your bicycle and all options and accessories that cannot be used independently are covered, on 2 conditions:

- these options and accessories are mentioned in the lease offer for the bicycle, and
- the bicycle itself is also damaged as a result of the accident.

Damage to tyres is not covered unless it is the result of an accident or vandalism. In the case of vandalism, report it to the police within 48 hours.

3. Back on the road with a discount coupon in case of irreparable damage

Your bicycle is damaged beyond repair. Sorry to hear that! In case of total loss, the contract ends and so does your lease contribution. But don't worry: if you meet all the conditions (see Terms of service, article 2 & 3), o2o will quickly help you on your way to a new lease bicycle with a **'Discount Coupon Irreparable Damage'** for a new bicycle contract.

Use your discount coupon to order your new bicycle within 6 months ¹ of the end of your terminated contract and enjoy a nice **reduction on the lease price**. Please note that the discount on your new two-wheeler does not exceed the list price of the bicycle and this does not affect the acquisition price. When you [simulate your lease contribution](#) for your new bicycle, this discount is automatically deducted. Super convenient!

The value of this Discount Coupon Irreparable Damage is the sum of:

- 75% of the paid-off value of the bicycle in the case of damage beyond repair during the first year of the contract, with a maximum value of the list price of the new bicycle.
- 50% of the paid-off value of the bicycle in the case of damage beyond repair in the following years of the contract, with a maximum value of the list price of the new bicycle.
- The excess/under-spending of the service budget. This amount is the difference between the service budget drawn minus the service budget to which you were entitled, determined pro rata according to the effective term of the bicycle contract.

4. Is a replacement bicycle an option in case of damage?

If the repair of your bicycle or the delivery of your new bicycle after damage takes longer than 3 working days, counting from the delivery of the estimate by the bicycle dealer, it is possible to temporarily use a replacement bicycle, provided that the bicycle dealer or Decathlon has a replacement bicycle available. That's reassuring!

How to apply for a replacement bicycle? If you meet all conditions (see Terms of service, article 2 & 3), you can request a replacement bicycle. You inform your bicycle dealer or Decathlon, so to enable them to invoice the bicycle at the following conditions.

Extra tip: it is best to choose one that matches your current bicycle type. Because the intervention in the cost of the replacement bicycle is limited to a maximum in function of the type of lease bicycle:

- For a non-electric bicycle: a maximum of € 280 excl. VAT over the entire rental period.
- For a normal electric bicycle: a maximum of € 520 excl. VAT over the entire rental period.
- For a speed pedelec: a maximum of € 660 excl. VAT over the entire rental period.

You can use your replacement bicycle for as long as it is needed, but its price should not exceed the maximum amounts mentioned above. If this is the case, an extra charge will be added to your personal account.

Therefore, be sure to ask your bicycle dealer how long the delivery or repair of your bicycle will take. This way you will not be faced with unpleasant surprises (and costs).

Do you have a replacement bicycle through Decathlon? Then, with the intervention as provided for in the coverage, you can use your replacement bicycle for a maximum of 4

¹ In case your employer works with a cafeteria plan and you can only order your new bicycle once a year, we can make an exception.

weeks. If you use the Decathlon replacement bicycle for a longer period, you will have to pay the extra costs yourself. More information about [Decathlon's conditions](#) can be found here.

5. How do I appeal on the damage coverage?

Attention! Is your bicycle a speed pedelec, is another party involved in the claim and does this party suffer damage? Do you also have a civil liability clause in your bicycle contract with o2o? Then follow the civil liability procedure too!

Step 1: Check whether your bicycle is covered against damage

Check in your myo2o Biker account under *Your bike(s)* and under *Your services* if damage coverage has been activated for your bicycle.

Step 2: Collect the documents for your claim

If there is physical damage or an unknown other party involved in the claim, go to the police. Make them file a report (pv), certificate of report, a vandalism certificate or a road accident certificate with a detailed description of the facts:

- The reason and cause of the accident/damage;
- The time of the accident, damage or assessment thereof;
- A description of the location, and if relevant, how the bicycle was secured;
- The details of the other party, if known, and who was at fault;
- The bicycle frame number/ OrderID (!);
- And other relevant information.

Make sure that the frame number of your bicycle is mentioned on the report or certificate. You can find this in myo2o Biker under *Your bike(s)* in the section *Your bike features*.

Have the report or certificate filed within 3 days after the damage has been established. Reporting damage to your bicycle can also be done digitally through [Police on Web](#) (under Theft and Damage - File a complaint). You will always receive the certificate from the police and sometimes a copy of the police report for your claim. You provide a copy of the pv to schade@vanbreda.be within 5 days counting from the reception of the pv concerned.

If the other party is known and you have a completed [European collision form](#), reporting it to the police is not necessary. You don't have the form? Call the police to draw up a police report or road accident certificate.

If information from the damage policy of your o2o bicycle is required, please fill in the following details:

- Name: Ethias NV;
- Contract number: 22.000.084;
- Broker: Vanbreda Risk & Benefits NV, Plantin 297, 2140 Borgerhout.

Are you covered against damage to third parties via the o2o civil liability coverage (only for speed pedelecs)? Please fill in the details found in the Terms of service of the civil liability

coverage for speed pedelecs. If your own insurance should intervene, please fill in the details of your own insurance.

Step 3: Take photos of the damage

Take a photo of each part damaged, defective and to be replaced, as well as a photo on which the entire bicycle is clearly visible.

Step 4: Report your claim with o2o via myo2o Biker

Once logged into myo2o Biker, go to [the Damage/Theft button](#). After this, you are easily guided through the whole process.

Your bicycle dealer will draw up an estimate before the repair can be carried out. The frame number can be found on the basis of your OrderID. So don't get your bicycle repaired just yet!

The franchise per claim is €25 (excluding VAT) regardless of who is at fault.

- Is the price for the repair on your quote higher than your franchise amount? Is the amount of the quote considerable or is the damage caused by third parties, be sure to leave your bicycle at the bicycle dealer. After all, o2o can at all times have an independent expertise carried out. Then go to the next step.
- Is the price for the repair on your quote lower than the franchise amount? Then pay the repair with your service budget.

Step 5: Your file is being processed

Upon receipt and inquiry of your complete claim file, a decision will be made on whether the claim is covered.

- Is the damage repairable? Then the bicycle dealer may repair the damage after any expert assessment. All costs are settled directly without your intervention.
- Is the bicycle irreparable? Then your bicycle will be left at the bicycle dealer. You should bring all accessories and, in the case of a speed pedelec, the official documents to the bicycle dealer as well. No options and accessories of the bicycle should be missing. Your case will be handled like a theft (see also: Terms of service Theft coverage - step 3):
 - If the damage is covered, you will be able to order a new bicycle. You will receive an extra boost from o2o in your search for a new bicycle with a discount coupon;
 - If the damage is not covered, you will receive an invoice from o2o for compensation for non-compliance. The compensation is calculated according to the rules of the early termination of the bicycle contract with takeover of the bicycle.
- Is the damage repairable but you are not covered for it? Then you will have the damage repaired and pay for it with your service budget. In case your service budget is insufficient, you will have to pay the difference yourself.

Terms of service damage guarantee

Valid from 01/04/2024 replacing all previous versions of these general terms and conditions.

1. Definitions

1. The Insured: as owner of the bicycles, o2o is covered against damage, hereinafter referred to as 'The Insured'.
2. The User: the physical person who concludes or has concluded a Bicycle contract, hereinafter referred to as 'Cyclist'.
3. Bicycle: the bicycle as described in the Declaration of receipt of the User.
4. Bicycle policy: the document setting out the ground rules with regard to the User/Cyclist for the provision of a lease bicycle with a specific employer.
5. Bicycle contract: the Rental quote accompanied by the Declaration of receipt.
6. Rental quote: the o2o quotation for hiring the lease bicycle confirmed by the User when ordering the Bicycle and Accessories (may also be the addendum to the employment contract).
7. Dealer: bicycle dealer or repairer who delivered the lease bicycle to the User.
8. Declaration of receipt: the declaration signed by the User upon receipt of the Bicycle from the bicycle dealer.
9. Accessory: equipment that is an integral part of the vehicle and cannot be used independently of the vehicle. These accessories must be listed in the Rental quote.
10. Lease order: the bicycle lease application submitted.
11. Rental term: the duration of the lease.
12. Rental contribution: the rental price of the lease bicycle.
13. Wage component: the part of the wage package that can be exchanged for another benefit under flexible compensation, here bicycle leasing.
14. Personal contribution: a cash payment to o2o made by the User for the conclusion of a Bicycle contract.
15. Insured value: the new Bicycle value.
16. The insurance intermediary: the insurance broker designated as Insurance Intermediary.
17. Authorised repairer: bicycle repairer authorised by o2o to repair and/or maintain the Bicycle.
18. Total loss:
 - a. If the insured Bicycle is technically beyond repair or the cost of repair on the date of the claim would exceed the total loss compensation awarded, as confirmed by the expert;
 - a. If the insured Bicycle is not found back at the end of a period of 15 days after receipt of the theft report (see Terms of service for Theft).

2. Introduction

The damage guarantee covers unexpected material damage to the Bicycle, for example after a fall, an accident or vandalism. The damage coverage is activated by default, so the

cost of this service is included in the total rental price of the Bicycle. This damage coverage is visible as a service in myo2o Biker under *Your bike(s) - Your services*.

The Bicycle and all Accessories, which cannot be used independently of the Bicycle, are covered provided they are included in the Rental quote of the Bicycle and that the Bicycle is damaged as a result of an accident. Damage to tyres is not covered unless it is the result of an accident or vandalism. In case of vandalism, a report to the police within 48 hours is necessary.

Bicycle helmets are also considered as Accessories, just like screw fixed bicycle navigation devices or computers (provided they are mentioned in the Rental quote).

When replacing Accessories/ options after a covered damage accident, the coverage value must not be changed.

The damage should be declared in myo2o Biker via [the Damage/Theft button](#) within 48 hours:

- In case the damage is the result of an accident with third parties or vandalism, it should also be reported to the police;
- In case of damage to a speed pedelec, the civil liability procedure should also be followed.

If the damage is accepted and the estimate approved, the User is obliged to have the damage repaired. The exemption is always charged.

All questions regarding a damage file are dealt with via schade@vanbreda.be.

3. Risks and conditions

1. The cover is always subject to the conditions and limitations set out in the Terms of service.
2. Damage to covered Accessories is covered provided the Bicycle is also damaged.
3. The User may benefit from an intervention in the cost of a replacement bicycle provided that:
 - a. the damage complies with the conditions of the damage guarantee;
 - b. the repair takes longer than 3 working days, counting from the bicycle dealer's delivery of the estimate,
 - c. the bicycle dealer has a replacement bicycle available. The User can also lease a replacement bicycle through Decathlon (incl. speed pedelecs), which can be done for a maximum of 4 weeks. The range of bicycles and the prices can be found on the [Decathlon lease page](#).

The intervention in the cost of renting the replacement bicycle is:

- a. For a non-electric bicycle: a maximum of €280 excl. VAT for the entire rental period.
- b. For a normal electric bicycle: a maximum of €520 excl. VAT over the entire rental period.
- c. For a speed pedelec: a maximum of €660 excl. VAT over the entire rental period.

In case the rental amount of the replacement bicycle exceeds the above amounts, the supplier will invoice the difference to the User of the Bicycle.

In case, after assessment, it appears that the damage file is refused, any costs for a replacement bicycle will be charged to the User.

4. Exclusions

Are excluded from coverage:

1. Damage caused by fraud or intent on the part of the User or someone who has an interest in the payment.
2. Damage to a recovered Bicycle as a result of theft if the theft was refused due to non-compliance with the conditions.
3. Repair costs due to wear and tear and damage due to depreciation.
4. Damages due to manufacturing, design or construction faults.
5. Flat tires if this has not occurred at the same time as another covered damage.
6. Damage to Accessories not included in the Rental quote.
7. Damage to clothing, shoes or any other property or Accessory belonging to the User of the Bicycle.
8. Damage caused by radioactive contamination, by chemical, biological, biochemical and electromagnetic weapons and the abandonment of radioactive goods.
9. Damage and/or costs caused by seizure, confiscation or any other event resulting from contraband, illegal trade or illegal trafficking.
10. The contractual and/or extra-contractual liability of the User arising from damage in any way caused by the goods and objects covered.
11. Damage and/or costs caused directly or indirectly, wholly or partially, by or arising from terrorism, war, strike, insurrection, including civil war or acts of violence with a collective motive, whether or not accompanied by revolt against the authorities, people uprising, lock-out or disturbances arising from labour disputes.
12. The indirect damage and/or costs resulting from a covered danger.
13. Damage as a result of theft (Theft: see Terms of service of Theft).
14. Damage to parts of the Bicycle as a result of wear, construction or metal defect, or of obvious poor maintenance of the parts.
15. Damage caused by transported objects, their loading or unloading, or as a result of the weight of the load of the relevant Bicycle.
16. Damage caused while preparing for or participating in speed, regularity or agility rides or competitions.
17. Damage caused when, at the time of the claim, the Bicycle is driven by a person who does not meet the conditions prescribed by Belgian law and regulations to drive this vehicle.
18. Damage caused when at the time of the claim, the driver is in a state of alcohol intoxication (> 1.5 grams per litre of blood or 0.66 milligrams per litre of exhaled alveolar air), is in a state of intoxication, is under the influence of drugs or hallucinogenic substances or of medications, the use of which renders the User unfit to drive.
19. Losses for which the User may rely on the manufacturer's/constructor's warranty.
20. Damage of a purely aesthetic nature, such as scratches, scrapes, discolouration or cracks, unless resulting from a covered accident.

If the Bicycle of the same User is severely damaged twice through own fault within a period of three years, o2o has the right to refuse a new Bicycle contract to that User.

5. Sanctions clause

The guarantee under the current claim cover is not acquired in all cases where sanctions, restrictions or prohibitions are imposed by any competent national, international or supranational authority.

6. General obligations of the User

In order to be able to claim intervention, the User must comply with the following obligations:

1. To provide all information and documents and to follow instructions.
2. The User must maintain the Bicycle in accordance with the guidelines of the manufacturer or the repairer and have defects repaired in time.
3. The User shall refrain from participating in races, or training sessions and preparations for these with the Bicycle.
4. The User shall refrain from renting out the Bicycle.
5. The User shall refrain from cycling during voluntary intoxication of all kinds (alcohol, drugs, etc.) and/or under the influence of medication that was not prescribed by a doctor.

If the User does not comply or does not comply properly with one or more of the obligations mentioned in the present article, this will entail a loss of cover for a claim.

7. Special obligations of the User

1. In the event of damage, the User is obliged to limit the extent of this damage as much as possible.
2. The User is obliged, as soon as reasonably possible, preferably within a period of 2 calendar days (48h), after damage to the Bicycle:
 - a. To report the damage to o2o via myo2o Biker.
 - b. To send all received documents concerning the damage immediately to schade@vanbreda.

If the User fails to comply with the obligations set out in this article, o2o may claim a reduction in the performance to the extent of the disadvantage suffered.

8. Intervention arrangement

1. In the event of damage, except total loss, a franchise of €25 applies.
2. In the event of material damage, the repair costs and the replacement of the Accessories concerned are covered up to a maximum of the value covered. If the repair costs are higher, there is a case of Total loss. The repair will be carried out by a Dealer who is partner of the o2o network.
3. Upon approval of the Bicycle's Damage, o2o terminates the Bicycle contract and the User receives a Damage Discount Coupon to conclude a new Bicycle contract with o2o. The coupon remains valid for 6 months ² after the end of the Bicycle contract. The value of this Discount Coupon Irreparable Damage is the sum of:
 - 75% of the paid-off value of the bicycle in the case of damage beyond repair during the first year of the contract, with a maximum value of the list price of the new bicycle.
 - 50% of the paid-off value of the bicycle in the case of damage beyond repair in the following years of the contract, with a maximum value of the list price of the new bicycle.
 - The excess/under-spending of the service budget. This amount is the difference between the service budget drawn minus the service budget to which you were entitled, determined pro rata according to the effective term of the bicycle contract.

Please note: the value of the discount coupon has no impact on the acquisition price.

4. Subrogation: In the event of intervention, the User grants o2o the right to take all protective measures in relation to the liable party.
5. Expertise: o2o has the right to appoint an independent expert to assess the damage. The damaged items should be kept available.

9. Start, duration and end of the coverage

The coverage begins on the day o2o receives confirmation of delivery of the Bicycle and ends on the day of termination of the Bicycle contract. In the case of damage with Total loss, this is the date of approval of the file.

10. Coverage area

The coverage is in force worldwide.

² In case your employer works with a cafeteria plan and you can only order your new bicycle once a year, we can make an exception.

11. Insurance intermediary

Vanbreda Risk & Benefits NV, Plantin en Moretuslei 297, 2140 Borgerhout.

12. Applicable law

Belgian law applies to this Bicycle contract. All disputes regarding the creation, validity, execution, interpretation or dissolution of this agreement fall under the exclusive jurisdiction of the Belgian Courts and Tribunals. The User can send any complaint regarding this contract to o2o (Tel: +32 9 296 40 12, email: bikeservices@o2o.be).

13. Fraud

Any fraud committed by the User in drawing up the claim, filling in the questionnaires, drawing up documents (or having them drawn up), or taking photographs, will result in the loss by the User of all his rights towards o2o. Every document must therefore be filled in completely and accurately. The broker and o2o reserve the right to have the fraudulent User prosecuted by the competent courts.

14. Privacy policy

See [privacy statement](#) on the o2o website.

These Terms of service form an integral part of the o2o Bicycle contract. The User declares to have taken note of them and to have approved them.

This information document is a summary of the Terms of service of this Damage coverage and aims to give you an overview of the main coverages and exclusions. The document is not personalised based on specific needs and the information it contains is not exhaustive.