



Warranty insurance for e-bikes

Are you a fan of your fast electric bicycle or speed pedelec and would you like to have your favourite two-wheeler repaired as quickly as possible without incurring additional costs? Well, you can! Activate our extra guarantee insurance for e-bikes and speed pedelecs and set off on your journey with peace of mind.

1. Hello, warranty insurance!

The warranty insurance extends the manufacturer's warranty for your electric bicycle or speed pedelec until the end of your rental contract. This insurance offers comprehensive protection against repair costs for spare parts and labour costs. Very handy!

2. When do I use my warranty insurance?

You can use your guarantee insurance for your electric bicycle or speed pedelec if the defect is beyond the legal guarantee period. Check in myo2o Biker under *Your bike(s)* in the section *Your services* whether the guarantee insurance is active.

Does the defect in your electric bicycle or speed pedelec occur within the legal guarantee period? Then go to your bicycle shop to claim the warranty.

3. How do I use my warranty insurance?

Step 1: Print out the warranty certificate

Print out the warranty certificate of your bicycle to take to the bicycle repair shop. You can find this certificate in myo2o Biker under *Your bike(s)* and under *Documents*.

Step 2: Report the damage

It is important to report the damage to your bicycle before the bicycle mechanic starts the repair. Notification can be done in writing or by e-mail to:

1. **For bicycles under lease before 31/12/2022:** CG Car-Garantie Versicherungs-AG, Filiaal België, Ruiterschool 1 – Bus 6, 2930 Brasschaat, email: info@cargarantie.be. The

staff can be reached by telephone from Monday till Friday from 8.30 till 12 hrs and from 13.00 till 17.00 hrs on +32 3 287 76 68.

2. **For bicycles under lease from 01/01/2023:** RealGarant Versicherung AG, Manta 12, 9250 Waasmunster, Tel: +32 52 89 51 10, email: info.be@realgarant.com.

Please follow the instructions of the Car-Garantie or RealGarant employees.

Step 3: Go to your bicycle repair shop

Preferably go to the bicycle repair shop where you ordered the bicycle, because they know your bicycle best. Ask the bicycle shop to inform Car-Garantie or RealGarant by phone about the damage before starting the repair work.

The insurance intervention is settled directly with the bicycle dealer. The bicycle dealer will settle with you only those costs that are non-reimbursable and that you will have to bear.

General terms and conditions

Valid from 21/03/2024 replacing all previous versions of these general terms and conditions.

1. Definitions

1. The beneficiary of the warranty insurance, also referred to as repair cost insurance, is the physical person who has activated the warranty insurance service in the bicycle contract, hereafter referred to as the "User" or "Policyholder".
2. E-bike: the bicycle with electric pedal assistance, including speed pedelec, with a maximum speed of 45 km/h, as described in the User's declaration of receipt.
3. Bicycle contract: the rental offer together with the Declaration of Receipt.
4. Rental offer: the o2o quotation for the rental of the company bicycle confirmed by the User when ordering the bicycle and accessories (can also be the addendum to the employment contract).
5. Declaration of Receipt: the declaration signed by the User upon receipt of the bicycle from the bicycle shop.
6. Insurer: the insurance company indicated in Article 10 Insurer.
7. Qualified bicycle shop: an official dealer of the bicycle brand.

2. Scope, duration and validity of the insurance

1. The repair cost insurance covers all parts of the e-bike as defined in the declaration of receipt with the exception of all additional equipment not supplied by the manufacturer of the e-bike and all parts subject to normal wear and tear such as the chain, belts, chain sprocket, axles, brake pads, brake discs, drum brakes, lights, tires, tubing and batteries. However, the propulsion battery is covered, the battery charger and charging cable are not. The decrease in capacity and autonomy of the battery is also considered as natural wear and tear and is not covered by the insurance.
2. The repairs covered by the repair cost insurance include testing, measuring and adjustment work, insofar as this is necessary for remedying the damage in question and cannot be considered as inspection, cleaning or major or minor maintenance interventions.
3. The insurance does not cover the cost of oil, lubricants, detergents, filters and inserts and any direct or indirect consequential costs (e.g. towing costs, storage costs, freight charges, costs of rental vehicles, disposal fees, fees for the inability to use the e-bike, consequential damage of non-insured parts).
4. The insurance cover takes effect on the day of receipt of the bicycle, as stated in the declaration of receipt, for a period of 1 year, at the end of which it is tacitly renewed for successive periods of 1 year, unless one of the parties cancels it at least 3 months before the end of the current period by registered letter, subpoena or by delivery of the letter of cancellation against receipt. The normal and maximum term is equal to the rental period stated on the rental offer.
5. The insurance for repair costs is valid for the entire European Union and Switzerland.

3. Exclusions

The insurance cover does not apply to damage caused indiscriminately:

1. by an accident, i.e. an event with a sudden mechanical impact from outside;
2. as a result of injudicious, willful or malicious acts, larceny such as theft, unauthorised use, robbery and embezzlement, direct damage caused by animals, storm, hail, frost, corrosion, lightning, scratches from stones, earthquake, water infiltration, and as a result of scorching, fire or explosion;
3. as a result of military action of any kind, civil war, internal civil commotion, strikes, expulsion, terrorism, vandalism, confiscation or other type of government action, or nuclear energy;
4. during participation in competitions, rallies, speed runs or practice runs for such events;
5. as a result of alterations to the original construction of the e-bike (e.g. tuning, V-max removal, etc.), as well as the installation of parts or accessories not authorised by the manufacturer;
6. as a result of failure to timely repair a component which should have been repaired, unless it can be shown that the damage was not caused by this or the component in question was, at the time when the damage occurred, at least provisionally repaired by a specialist who was trained and certified for this purpose;
7. if the Policyholder uses the e-bike, at least temporarily, as a shared bike, for courier, express and parcel services, for transporting sick people and for professional passenger transport;
8. as a result of the use of unsuitable fuels or the lack of fuels (lubricants, oils, etc.);
9. for which a third party is responsible or for which repairs are carried out under the manufacturer's warranty, or which are due to a manufacturing or material defect which is common with the relevant e-bike type (serial defects) and for which, depending on the type and the frequency, manufacturer's warranty is generally applicable.

4. Conditions for claims

Any claim is subject to the condition that the Policyholder complies with the manufacturer's instructions mentioned in the e-bike user manual.

5. Transfer of rights

In the event of transfer of ownership of the insured e-bike, the rights arising from the insurance will be passed on to the new owner of the e-bike at the moment of transfer of ownership.

6. Claim settlement/compensations

1. Companies authorised to carry out repairs

If the Policyholder does not arrange for the repair to be carried out by the original bicycle shop (as stated on the declaration of receipt), the former is obliged to have it carried out by a certified bicycle shop only.

2. Claims from the Policyholder

The Policyholder will be paid the labour and material costs covered by the insurance.

If the battery fails completely, the intervention for a new battery will be paid as follows:

- a. 60% of the replacement cost starting from the beginning of the third year of use.
- b. 40% of the replacement cost starting from the beginning till the end of the fourth year of use (only applicable to 48 months bicycle contracts).

If the cost of repair exceeds the value of a replacement unit, as normally foreseen in the event of such damage, compensation will not exceed the cost of such replacement unit, including disassembly and assembly costs. The maximum amount of compensation resulting from the insurance obligation is limited per claim to the current market value of the damaged e-bike at the moment the damage occurred.

3. Submission of claims arising from the insurance contract

The Policyholder must submit all claims exclusively and directly with the Insurer.

4. Conditions for claims from the Policyholder

The Insurer is in charge of the claims' settlement. For each claim the Policyholder is expected to:

- a. immediately inform the Insurer about the damage, in any case before the repair is started;
- b. to cooperate with the persons put in charge by the Insurer for examining the e-bike and to provide, on request, all information necessary for determining the extent of the damage;
- c. limit the damage as much as possible and hereto follow the instructions of the bicycle shop; furthermore, unless the circumstances prevent this, he must obtain the aforementioned instructions before the repairs get started;
- d. have the repairs carried out by the original bicycle shop (as stated in the declaration of receipt) or another certified bicycle shop;
- e. within one month of the date of the invoice send the original invoice of the repair to the Insurer together with an itemised list of the work carried out, the parts used and the labour costs, specified by number of labour hours.

7. Termination after a claim

The Insurer reserves the right to cancel the contract following a claim, and the Policyholder holds the same right. This termination will be notified at the latest one month after payment or refusal of payment of the intervention. The termination comes into effect after the expiry of a period of at least three months, starting from the day after the notification, the day after the date of the acknowledgement of receipt or the day after the date of the registered letter. If the contract is cancelled, the Insurer is only entitled to the proportionate share of the premium for the contract period that has expired.

8. Notifications, declarations of intent, address changes

All notifications and declarations intended for the Insurer have to be sent to the Insurer's central administration. If the Policyholder has not notified the Insurer of a change of address, for a notification to be sent to the Policyholder, a registered letter to the last address known to the Insurer will do. The notification will be valid from the third day after the letter has been sent. The same applies in the case of a change of name.

9. Limitation period

The limitation period for any legal claim arising from an insurance contract is three years.

10. Insurer

1. **For bicycles under lease before 31/12/2022:** CG Car-Garantie Versicherungs-AG, Ruiterschool 6, 2930 Brasschaat, Tel: +32 3 287 76 10, email: info@cargarantie.be.
2. **For bicycles under lease from 01/01/2023:** RealGarant Versicherung AG, Manta 12, 9250 Waasmunster, Tel: +32 52 89 51 10, email: info.be@realgarant.com.

11. Applicable law

Any dispute concerning this insurance will be submitted to the court that is competent in the Policyholder's place of residence. Belgian legislation, including the Insurance Act of 4 April 2014, applies to this contract.

The Policyholder has the possibility to send each complaint regarding this contract to:

- a. **For bicycles under lease before 31/12/2022:** CG Car-Garantie Versicherungs-AG (Ruiterschool 6, 2930 Brasschaat, Tel: +32 3 287 76 10, email: info@cargarantie.be),
- b. **For bicycles under lease from 01/01/2023:** RealGarant Versicherung AG (Manta 12, 9250 Waasmunster, Tel: +32 52 89 51 10, email: info.be@realgarant.com).
- c. Or o2o (Tel: +32 9 296 40 12, email: bikeservices@o2o.be).

12. Obligations of third parties

Insofar as, in the event of a damage, a third party is liable to pay compensation or compensation can be claimed from other insurance contracts, these obligations to pay compensation take precedence.

If the Policyholder also has claims against third parties on the basis of that same claim, the Policyholder can only claim a compensation not exceeding the total damage. If the Policyholder is entitled to compensation on the basis of other insurance policies, the Policyholder is free to report the claim to the Insurer of his/her choice. If the Policyholder reports the claim to the Insurer, the Insurer will make an advance payment in execution of this insurance contract.

13. Fraud

Any form of fraud on the part of the Policyholder in drawing up the declaration, filling in the questionnaires, preparing documents or having them drawn up, or taking photographs, will result in the Policyholder losing all his rights with regard to the Insurer. Every document must therefore be filled in completely and accurately. The Insurer and o2o reserve the right to have the fraudulent Policyholder prosecuted by the competent courts.

14. Privacy policy

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

These general terms and conditions form an integral part of the o2o bicycle contract. The Policyholder declares to have taken note of them and to have approved them.