

LeaseMyBike GmbH

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Preamble

Insurance is an essential part of the leasing concept.

Wertgarantie is a strong partner at the side of LeaseMyBike. Wertgarantie has many years of experience in the field of bicycle insurance and offers top processing and extensive packages.

Both, the individual leasing contract and the general insurance conditions contain a few passages that are formulated in such a way that the interaction between the lessor, insurance company, and the employer is functional, but does not necessarily appear comfortable for the employer.

LeaseMyBike as an additional party in the role of intermediary and contractual partner of lessor and insurance simplifies the processing between the parties. The processes that work in combination with LeaseMyBike are shown below.

In principle, LeaseMyBike is always your first point of contact, and the process is simplified even further via the LeaseMyBike portal.

Wertgarantie is the insurance partner of LMB

 **WERTGARANTIE**

WERTGARANTIE SE

Postfach 64 29 | 30064 Hannover,
DeutschlandBreite Straße 8
30159 Hannover, Deutschland
<https://wertgarantie.com>

Insurance Packages

There are two packages to choose from: the basic protection as the minimum mandatory protection and the premium protection that we recommend. This also includes wear and tear and maintenance worth € 60,- in the 2nd, 3rd, and 4th year. As an employer, you can specify which package is chosen, or you can give the employees the freedom to make their own decisions. The detailed scope of the individual points is shown below.

Basic	Premium
<ul style="list-style-type: none"> • Total loss • Theft protection • Pick-up-service • Battery protection • Outage protection for the employer • Repair costs for defects • Battery protection in case of defects 	<ul style="list-style-type: none"> • Total loss • Theft protection • Pick-up-service • Battery protection • Outage protection for the employer • Repair costs for defects • Battery protection in case of defects <p>+ Repair costs in cases of wear and tear</p> <p>+ Maintenance</p> <p>+ Battery protection in case of wear and tear</p>

Monthly Insurance Rates

The costs apply to the selected package and do not have to be added up. The prices include insurance tax.

The purchase price including lock and accessories	Basic-Protection	Premium-Protection
1500 €	6 €	16 €
3000 €	8 €	18 €
4000 €	10 €	20 €
6000 €	12 €	22 €
7500 €	15 €	25 €
10000 €	25 €	35 €

Scope of insurance

On the one hand, the purchase price includes a **lock worth at least €49**, which is mandatory for every bicycle purchase. In addition, **accessories** that are **permanently installed** or **firmly attached** to the bike at the time of delivery are also included.

Parts that are plugged, clamped, or connected via clips, as well as loose accessories, are not included in the purchase price. These parts cannot be included in the leasing and must be purchased separately. Therefore, these parts are also not included in the insurance.

If the bike is sent by a forwarding agent, the shipping costs may also be included in the price.

What may be included in the purchase price	What may not be included in the purchase price
Bottle cages	Drinking bottles
Lighting (permanently installed)	Helmets
Luggage rack (permanently installed))	Bags and Baskets
Mudguards (permanently installed)	Clothing
Handles	Loose second battery
Different Screen	Navigation system which is only plugged
Child seat (lockable)	Lighting which is only plugged
Trailer	
Lock (worth at least 49,- €)	
Shipping Costs (online sale)	
Second battery, for bicycles with a dual-battery system	

Insurance location

The insurance is valid in Austria and neighboring EU countries if the user is a resident there, as well as for temporary trips worldwide. The pick-up service is only valid in geographic Europe.

Damage / Repairs / Maintenance

These cases are handled entirely by specialist retail partners. This means that the specialist dealer submits the repair invoice directly via the LMB portal and gets the invoice amount refunded by the insurance company. Neither employees nor employers have anything to do with this. **Important:** the specialist dealer must be an official and active LeaseMyBike partner.

For repair costs of €150 or above for bicycles or €250 for pedelecs, a cost quotation must be submitted in the portal in advance by the specialist retailer.

In exceptional cases the invoice can also be submitted in the portal by the employees themselves and is refunded directly when a repair is not carried out by a LMB partner (e.g., urgent repairs while driving and no LMB dealer is on site).

Repair costs for defects

This module includes repair costs including working hours and spare parts, which arose from the events mentioned below. No deductible is due. The maximum amount is the agreed insurance sum (purchase price of the bike).

- Fall/crash damages
- Accident damages
- Moisture
- Improper Handling
- Vandalism
- Electronic damages

Repair costs in case of wear and tear

This module includes repair costs including working hours and spare parts that have arisen due to wear and tear. No deductible is due. The maximum amount is the agreed insurance sum (purchase price of the bike). Wear and tear includes:

- Tires
- Brake linings
- Brake discs
- Brake fluid
- Wheel rims (with rim brakes)
- Motor
- Bearings of forks, dampers, steering head, or pedals
- Chain / toothed belt
- Sprocket/cassette
- Chain ring/pinion
- Shift and brake cables
- Handles/handlebar tape
- Pedals

Maintenance

The insurer assumes the costs for maintenance/inspection in the 2nd, 3rd, and 4th year of insurance, up to a maximum of €60 per year (from the 2nd year of insurance).

Battery protection

This module contains repair costs for batteries, including working hours and spare parts, which arose from the events mentioned below. No deductible is due. The maximum amount is the agreed insurance sum (purchase price of the bike).

- Moisture
- Improper Handling
- Electronic damages

Battery protection in case of wear and tear

This module includes repair costs for batteries, including working hours and spare parts, which have arisen due to wear and tear. The wear limit is considered to have been reached when the battery power has fallen below 60% of the original nominal power. No deductible is due. The maximum amount is the agreed insurance sum (purchase price of the bike).

Theft protection

Bicycle theft

In this case, the leasing contract is terminated. The insurance company pays the outstanding claims from the remaining term, which still exists against the employer from the leasing contract, directly to the lessor. This is usually the sum of the remaining leasing rates plus the imputed residual value. The lessee is held harmless here.

A police report is required, and the theft report must also be filled out. The report has to be made by the employer in the LMB portal.

Parts Theft

If parts are stolen, the costs of the new parts and installation costs will be refunded. The processing can be done directly via the specialist dealer or the LMB portal by employers or employees.

Attention: If the value exceeds €100 gross, a police report is also required.

Loyalty credit for employees

If the lessee concludes a new leasing contract for the user specified in the portal within 12 months after the theft and the subsequent complete settlement of the damage, LeaseMyBike grants a loyalty credit. The amount is 50% of the cost share paid by the employee (salary conversion) over the period of leasing until the theft. The cost share is determined based on the transfer agreement stored in the portal.

Entitlement only exists under the following conditions:

- The theft is not combined with a breach of an obligation according to the insurance conditions.
- The leasing contract was active for at least 3 months.
- The user is the lessee's employee (self-employed excluded)
- Both, the stolen and the newly purchased bicycle are available exclusively to the employee and it is not an in-house "fleet bike" or "pool bike"
- The newly purchased bicycle has a purchase price of at least 65% of the previous bicycle.

The claim arises when the new leased object is taken over. The payment application can be submitted in the portal after the transfer has taken place. Payment is made directly to the employee, exclusively by bank transfer. A transfer of the claim to other users of the platform is excluded.

Total loss

In this case, the leasing contract is terminated. The insurance company settles all outstanding claims that still exist against the employer from the leasing contract directly to the lessor. This is usually the sum of the remaining leasing rates plus the imputed residual value. The lessee is held harmless here.

The determination is usually made via the specialist dealer (repair cost estimate). The notification is made via the LMB portal by the employer.

Pick-Up-Service

Assumption of costs for the transport of the user and bicycle if the bicycle/e-bike/pedelec breaks down during a trip. The pick-up service takes effect from a distance of 3 km linear distance to the place of residence or the starting point of the trip. The transport of a second person including the bike is included. The transport takes place to the starting point of the tour or the hometown or the nearest workshop, depending on what is appropriate at the time. The organization of the transport is carried out by Wertgarantie. To do this, call the Wertgarantie hotline with the insurance contract number. The need is covered for the following events:

- Damage to or theft of the bicycle/e-bike/pedelec
- Failure of the motor/motor support due to a defect
- Mechanical defect caused by a chain or broken frame
- Flat tire
- Accident/fall/crash

Outage protection for employers

General information about the outage protection

With the outage protection, the employer (lessee) is to be protected against cost risks in the event of unforeseeable events.

This protection against outages applies to all individual leasing contracts (hereinafter leasing contract), the basis of which is the transfer of a bicycle or pedelec (hereinafter "bicycle") by an employer to the employee (hereinafter "user") and for the product leasing for which basic or premium protection is agreed.

Outage protection is only granted if the employer's registered office is in Austria and the user has an Austrian employment contract.

The outage protection applies in principle in the period in which the lessee is no longer obliged to pay the user (continued) wages and the conversion of the leasing rate from the transfer or leasing contract is therefore no longer possible.

In addition, the default protection applies if the employment relationship between the lessee and the user is terminated, provided that the leasing contract has been terminated and the lessee still owes the lessor outstanding payments under the leasing contract.

What is insured	What is not insured
Sick leave	Educational leave
Maternity leave/Parental leave	Sick leave within the full continued payment of wages
Death	
Employee termination	
Employer termination	
Amicable solution	
Dad month	
Disability	
Other cases after individual clarification	

Sick leave

If employees are on sick leave, the leasing installments including insurance rates will be refunded for the period in which salary conversion is no longer possible for the employees. This, therefore, applies to the period in which no salary or only a reduced salary is paid, and this would result in a shortfall in the collective agreement.

If such a case exists, the first step is to report the sick leave in the LMB portal. The leasing and insurance rates will continue to be charged monthly. After the employee has returned, the notification of the claim is completed by the employer. Documents evidencing the sick leave must also be submitted in the portal. The refund and payment over the serviceable period are made directly to the employer after that.

Maternity leave / parental leave

Here, too, the notification is made by the employer in the LMB portal.

There are several options here:

- 1) Transfer of the bike to other employees
The leasing contract remains valid. The transfer agreement is issued to another person in the company and the portal data is adjusted accordingly.
- 2) Refund of leasing rates
The bicycle remains with the user, the leasing rates are charged to the employer and credited again after re-entry for the period in which no salary conversion was possible. Therefore, the case needs to be entered in the portal first. The report will be completed after the re-entry of the employee with appropriate evidence (confirmation of parental leave, child's date of birth).
- 3) Return of the bike
In this case, the leasing contract is terminated. The insurance company settles all outstanding claims that still exist against the employer from the leasing contract directly to the lessor. This is usually the sum of the remaining leasing rates plus the imputed residual value minus a possible sales price. The leasing object must be returned to an LMB partner dealer. Alternatively, LMB can also arrange a free-of-charge pick-up directly from the employee or employer. LMB will decide this individually on a case-by-case basis and coordinate with the involved parties.
- 4) Purchase of the bike
On request, LMB can also make a corresponding purchase offer. For legal reasons, however, we cannot guarantee a purchase offer. In the case of an accepted purchase offer, the leasing contract is terminated. LMB purchases the bicycle from the lessor and then invoices the offer amount directly to the employee.

Note: In the event of longer outages, a resolution/transmission tends to be sought here. If the leasing continues and a refund of costs is requested, the following topics must be considered:

- The leasing rates must continue to be paid by the company and will only be refunded retrospectively by the insurance company.
- If there is a reduction in hours upon re-entry, it must be checked whether the overpayment of the collective agreement is still sufficient.

Dad month

The procedure here is analogous to point 2 for maternity leave / parental leave. A monthly rate will be reimbursed afterward.

Termination / Dissolution of the employment

Here, too, the notification about this insurance case is made by the employer in the LMB portal. A confirmation of the termination of the employment relationship with the exit date is required.

There are several options here:

- 1) Transfer of the bike to other employees
The leasing contract remains valid. The transfer agreement is issued to another person in the company and the portal data is adjusted accordingly.

2) Transfer of the bike to the new employer of the employee

This is possible if the new employer also works with LeaseMyBike. The leasing contract is transferred to the new employer (note, both employers must agree) and the transfer agreement is reissued. The data in the portal must be adjusted accordingly.

3) Return of the bike

In this case, the leasing contract is terminated. The insurance company settles all outstanding claims that still exist against the employer from the leasing contract directly to the lessor. This is usually the sum of the remaining leasing rates plus the imputed residual value minus a possible sales price. The leasing object must be returned to an LMB partner dealer. Alternatively, LMB can also arrange a free-of-charge pick-up directly from the employee or employer. LMB will decide this individually on a case-by-case basis and coordinate with the involved parties.

4) Purchase of the bike

On request, LMB can also make a corresponding purchase offer. For legal reasons, however, we cannot guarantee a purchase offer. In the case of an accepted purchase offer, the leasing contract is terminated. LMB purchases the bicycle from the lessor and then invoices the offer amount directly to the employee.

Death

The notification is also made by the employer in the LMB portal. A death certificate is required for this.

There are several options here:

1) Transfer of the bike to other employees

The leasing contract remains valid. The transfer agreement is issued to another person in the company and the portal data is adjusted accordingly.

2) Return of the bike

In this case, the leasing contract is terminated. The insurance company settles all outstanding claims that still exist against the employer from the leasing contract directly to the lessor. This is usually the sum of the remaining leasing rates plus the imputed residual value minus a possible sales price. The leasing object must be returned to an LMB partner dealer. Alternatively, LMB can also arrange a free-of-charge pick-up directly from the employee or employer. LMB will decide this individually on a case-by-case basis and coordinate with the involved parties.

3) Purchase of the bike

On request, LMB can also make a corresponding purchase offer to one of the relatives of the decedent. For legal reasons, however, we cannot guarantee a purchase offer. In the case of an accepted purchase offer, the leasing contract is terminated. LMB purchases the bicycle from the lessor and then invoices the offer amount directly to the buyer.

Disability

In this case, the notification is made by the employer in the LMB portal. Proof of disability is required for this.

There are several options here:

1) Transfer of the bike to other employees

The leasing contract remains valid. The transfer agreement is issued to another person in the company, and the data in the portal is adjusted accordingly.

2) Return of the bike

In this case, the leasing contract is terminated. The insurance company settles all outstanding claims that still exist against the employer from the leasing contract directly to the lessor. This is usually the sum of the remaining leasing rates plus the imputed residual value minus a possible sales price. The leasing object must

be returned to an LMB partner dealer. Alternatively, LMB can also arrange a free-of-charge pick-up directly from the employee or employer. LMB will decide this individually on a case-by-case basis and coordinate with the involved parties.

3) Purchase of the bike

On request, LMB can also make a corresponding purchase offer. For legal reasons, however, we cannot guarantee a purchase offer. In the case of an accepted purchase offer, the leasing contract is terminated. LMB purchases the bicycle from the lessor and then invoices the offer amount directly to the employee.

Charges / handling fees

In cases where the bicycle/e-bike/pedelec is transferred to another user or another employer, there is generally no insurance benefit. This transfer means a corresponding administrative effort, which means that fees can be charged.

In the case of a pure user change, only LMB will charge a processing fee of €50.

If the leasing contract is transferred to a new employer, the leasing bank may also charge a processing fee, with the costs usually being borne by the new employer.

General Insurance Conditions (AVB) leasing protection

Important document. Please keep this document in a safe place. The following content only applies if you have applied for protection. For better readability, the feminine and masculine forms are not used explicitly. Where the masculine form is used, the feminine form is also meant.

§ 1 General and the subject of the insurance

- (1) The lessor or policyholder offers the customers (insured person or lessee), who have leased a bicycle/e-bike/pedelec from the lessor/policyholder an insurance cover for a fee which is available from WERTGARANTIE SE, Breite Straße 8, 30159 Hannover, Germany. For this purpose, the lessor/policyholder, WERTGARANTIE, and the intermediary/consultant have concluded an insurance contract, which customers (insured persons or lessees) can join by declaring that they will sign the insurance cover as part of the leasing application.
- (2) The items for official, professional, and private use specified in the framework leasing contract (hereinafter: leasing application) are insured.
- (3) The insurance also covers parts that are permanently attached to the bicycle/e-bike/pedelec when the bicycle/e-bike/pedelec is handed over (e.g. lamps, handlebars, saddle) and that are necessary for the operation of the bicycle/e-bike/pedelec and the associated safety locks. Parts that are fastened using quick-releases or are firmly screwed to the bicycle/e-bike/pedelec are considered as firmly attached to the bicycle/e-bike/pedelec. Parts that are plugged in, clamped, or tied, as well as loose accessories (e.g. air pump, saddlebag) are not considered firmly attached.
- (4) The following are not subject to the contract: a) Bicycles/e-bikes/pedelecs that are used commercially. Commercial use occurs when the protected bicycle/e-bike/pedelec is used to earn money (e.g. through rental) or above-average use (e.g. parcel service, delivery service). b) S-Pedelecs and new bicycles/electric bicycles, e.g. bicycles/e-bikes/pedelecs with a purchase price including the lock and sales taxes of more than € 10.000,-.
- (5) The insurer is WERTGARANTIE SE, Breite Straße 8, 30159 Hannover, Deutschland.
- (6) The insured person is the respective lessee of the bicycle/e-bike/pedelec. There is also insurance cover if the lessee, as the employer, lets an employee use the insured bicycle/e-bike/pedelec based on a transfer agreement. The employee is the user of the insured bicycle/e-bike/pedelec. The rights and obligations to which the employer is entitled then apply in the same way to the employee and must be observed by the latter.
- (7) The insured person or the lessee and the user are directly entitled to exercise the rights in the event of a claim. The insurer will not charge up against the demand of an insurance contribution or any other claim to which it is entitled under the insurance contract.

§ 2 Insured risks and damages

The risk selected in the leasing application is determined in detail as follows and as agreed in the service description for leasing protection basic and premium:

Leasing protection

- (1) The insurer refunds the costs of repairs that become necessary in the event of destruction or damage to the insured item or its components occurring after the application has been made, by:
 - a) Wear and tear, deterioration, aging (depending on the selected tariff)
 - b) Design, production, and material defects after the statutory warranty has expired
 - c) Improper Handling
 - d) Accident
 - e) Fall/crash
 - f) Vandalism
 - g) Moisture
 - h) Electronic damages (short-circuit, power surge, induction).
- (2) In the event of theft (simple theft, robbery, and burglary), the insurer pays the costs as the amount of the agreed transfer fee following the underlying leasing application as a net amount, but no more than the insurance sum. In the case of part theft for parts that are firmly connected to the item, the insurer pays the procurement costs for the replacement of those parts as far as the item was attached to a stationary object with a lock that is approved by the insurer.

Pick-up-service

- (3) As part of the pick-up service for bicycles/e-bikes/pedelecs, the insured person or the user and another person traveling with them are insured from a linear distance of 3 km from their place of residence or the starting point of the tour:
 - a) Failure of the bicycle/e-bike/pedelec (the bicycle/e-bike/pedelec can no longer be used) during a trip due to:
 - Damage or theft of the bicycle/e-bike/pedelec;
 - Failure of the motor/motor support due to a defect;
 - Mechanical defect due to broken chain or frame;
 - Flat tire
 - Fall/crash
 - b) Injury of the insured person or the user during the tour (e.g. due to a fall), which means that the insured person or the user is no longer physically able to continue the tour. The accompanying person does not have a claim of their own. Bad weather, an insufficiently charged battery of the e-bike/pedelec, or the interruption of the onward journey due to poor physical condition of the insured person or the user are not cases of the pick-up service.

Battery protection

- (4) As part of the battery protection, the insurer will refund the costs of repairs for e-bikes/pedelecs that become necessary if the battery of the insured item is destroyed or damaged after the application has been submitted, through:
 - a) Wear, tear, aging (depending on the selected tariff)
 - b) Design, production, and material defects after the statutory warranty has expired
 - c) Improper Handling
 - d) Moisture
 - e) Electronic damages (short-circuit, power surge, induction).

The insurer will cover the costs of replacing the battery if, for the above reasons, it only provides a maximum of 60 percent of the capacity specified

by the manufacturer.

(5) Depending on the selected tariff, the insurer will cover the costs for one maintenance/inspection in the insurance year in the 2nd, 3rd, and 4th year of the leasing, up to a maximum of 60 euros for each maintenance/inspection.

Outage protection for employers/policyholders

(6) According to the leasing contract, which is the basis for the insurance cover agreed here between the employer and the lessor, the employer is liable in any case, possibly also with priority, for the payment of the leasing installments if an insured person or a user neglects their payment obligation under the leasing contract for whatever reason. As part of this outage protection, the insurer refunds all payments that he has to make based on this agreement in the leasing contract as a gross amount, up to a maximum of the agreed insurance sum, in favor of the employer. The insurance benefit from this default protection is paid exclusively to the policyholder. If the employer has a right of recourse against a third party in connection with the fulfillment of his payment obligations under the leasing contract, this is transferred to the insurer in the amount of the paid insurance benefit. The employer must notify the insurer immediately in text form (by letter or e-mail) and provide evidence of the reasons for the emergence of a specific payment obligation from the leasing contract and the fulfillment of the payment obligations as well as their cessation at his expense. If the employer is the insured person or lessee (and not at the same time the policyholder) and there is a case of outage protection, the insurer will provide the benefit with discharging effect to the policyholder, provided that the policyholder has received the relevant evidence and forwarded it to the insurer for examination. The employer shall immediately provide the policyholder with the necessary evidence. The policyholder is entitled to request additional evidence from the employer if necessary.

(7) Insurance cover does not exist for damage that already existed when the contract was concluded; which were brought about intentionally; that does not impair the function of the item, such as in particular scratches and damage to the paintwork; which are covered by the retailer's warranty or the manufacturer's guarantee; that occurred through repair work and interventions by unauthorized bodies; which occurred through improper use; through improperly leaking tap water (e.g. pipe burst); arising from participation in sporting events, training sessions, and competitions; through nuclear energy, terror or war events of any kind, civil wars or civil unrest as well as natural and man-made disasters (such as earthquakes, storms, hail, floods, major fires, explosions, collapse, shipping or railway disasters); force majeure.

§ 3 Scope of service

(1) The respective compensation payment is limited to the purchase price/insured value (including lock) of the insured item shown in the leasing application.

(2) In the event of a bicycle/e-bike/pedelec defect, the insurer's respective compensation payment consists of the cost absorption for repairing or replacing (in the same type and quality) the damaged components or the damaged battery as well as the costs for wages (repair costs).

(3) If the repair of the bicycle is economically or actually impossible (total loss), the insurer pays the policyholder the costs in the amount of the agreed transfer fee according to the underlying leasing contract as a net amount, but no more than the insurance sum. An economic total loss occurs when the repair costs exceed the original purchase price of the insured item.

(4) In the event of theft of insured bicycles/e-bikes/pedelecs, the insurer pays the policyholder the costs in the amount of the agreed transfer fee following the underlying leasing contract as a net amount, but no more than the insurance sum. In the event of theft of permanently installed parts on the insured item and the event of vandalism, the insurer will pay the procurement costs for the replacement of those parts.

(5) The insurer is entitled, but not obliged, to take over the found item after the theft compensation has been paid.

(6) In the case of a pick-up service for bicycles/e-bikes/pedelecs, the insurer will refund the costs arising from:

- roadside assistance if this enables the onward journey;
- Return transport of the bicycle/e-bike/pedelec as well as return transport of the insured person or the user and, if applicable, fellow travelers from the breakdown/accident location to the start of the day trip or, if applicable, to the insurer's specialist retail partner, provided the customer or user requests this and therefore no additional costs arise for the insurer.

(7) In principle, subsidiary liability is deemed to have been agreed upon, which means other guarantees of the manufacturer, existing insurance policies, and all other liabilities or contractual obligations of third parties are to be charged with priority.

(8) The insurer is entitled to schedule deductibles, graduated claims, and maintenance flat rates when drafting the contracts.

§ 4 Obligations

Before the insurance case occurs

(1) The insured person or user must lock the e-bike/pedelec to a stationary object to protect it against theft using the specified lock. Locking it to a stationary object prevents the simply secured e-bike/pedelec (with the lock and frame lock specified in the application, if available) from being carried away by unauthorized third parties. A frame lock on the e-bike/pedelec must also be locked. If the e-bike/pedelec is parked in a lockable separate room, it is sufficient to secure it with the specified lock and the frame lock (if additionally available). Communal cellars, communal garages, carports, underground garages, common rooms, rooms that can be viewed by third parties or entered without a key, inner courtyards, and gardens with fences and lockable gates are not considered lockable private rooms.

On and after the occurrence of the insured event

(2) The insured person or the user must notify the insurer of an insured event in text form (by letter or email) immediately, at the latest within 1 month of occurrence. In the event of a bicycle/e-bike/pedelec defect, a cost estimation from a specialist workshop must also be submitted. This must clearly show the cause, type, and scope of the necessary repairs. In the event of theft, theft of parts or vandalism, proof of the criminal complaint being filed with the police and, in the case of theft/theft of parts, the theft report specified by the insurer, and, in the event of an accident, an accident report must also be submitted within the specified period. The insurer can request dealer receipts (such as purchase invoices, current value appraisals, etc.) as well as photos of the damage to the bicycle/e-bike/pedelec or the location of the damage from the insured person or user.

(3) The insurer will carry out the necessary checks immediately after receipt of the aforementioned documents and, if the insured person or the user is entitled to benefits, confirm the respective compensation payment within a few days. The insurer can make a decision and provide benefits without first submitting a cost estimation.

(4) If the lock or battery specified in the insurance contract is replaced, the insured person or the user must provide the data for the new lock or battery, including the new battery serial number, in text form (by letter or e-mail) immediately, at the latest within 5 working days of the replacement.

(5) After the repair has been carried out, the repair invoice, from which the work carried out and the spare parts prices can be seen in detail, must be submitted within 1 month of the invoice date. The item has to be kept available for inspection by an expert for a period of 1 month from submission of the invoice.

(6) In the case of pick-up service, the insured person or the user is obliged to commission and have this carried out by a partner authorized by the insurer. If the insured person or the user requests this, the insurer will commission the partner authorized by the insurer with the pick-up service in the name of and with the authorization of the insured person or the user.

(7) The insured person or the user must follow the insurer's instructions to avert/mitigate damage, as far as this is reasonable for him.

(8) If the policyholder/the insured person or the user sells or gives away the insured item, he must notify the insurer of this immediately.

(9) Legal consequences of a breach of the obligations

9.1 If the insured person or the user violates an obligation before, during, or after the occurrence of the insured event through gross negligence or willful intent, the insurer is released from the obligation to pay benefits.

9.2 The insurer remains obliged to pay if the insured person or the user proves that he/she did not violate the obligation through gross negligence. This also applies if the insured person or the user has not violated the obligation with the intention of influencing the insurer's obligation to provide benefits or impairing the determination of such circumstances that are significant for the insurer's obligation to provide benefits. In this case, the insurer remains obligated to provide benefits as far as the breach did not affect either the determination of the insured event or the determination or the scope of the insurer's obligation to provide benefits.

§ 5 Insurance location

The insurance is valid in Austria and – except for the pick-up service – for temporary trips worldwide. The pick-up service is only valid in geographic Europe.

§ 6 Premium outlay

The premium outlay for the insurance cover is due together with the leasing rate and is to be paid with the leasing rate.

§ 7 Beginning and end of contract and liability

(1) The contract begins on the 1st of the month following the delivery of the insured bicycle. Insurance protection exists from the beginning of the contract. There is free immediate insurance protection from the moment of the handover of the insured bicycle. The premise is that the insured person or the lessee pays the first or one-time premium on time when it is due.

(2) The insurance contract is linked to the term of the underlying leasing contract for the bicycle/e-bike/pedelec. The contract ends at the latest with the end of the 24th/36th/48th lease month automatically without the need for cancellation. The insurance contract also ends if the lessor terminates the leasing contract due to default or bankruptcy of the employer/lessee.

(3) After payment of the transfer fee in the event of a total loss or theft, the contract ends with payment of the compensation.

§ 8 Data protection

The insured person consents to the lessor/policyholder storing, using, and transmitting customer data (name, address, e-mail address), data on the insured bicycle/e-bike/pedelec and lock (e.g. purchase price, transfer of ownership), and contract data (e.g. date of purchase) to the required extent, date of handover of the bicycle/e-bike/pedelec) for the proper implementation and processing of the insurance relationship following article 6 para. 1 sentence 1 b) GDPR, to the insurer.

§ 9 Final provisions

(1) Irrespective of the other contractual provisions, insurance cover only exists if and for as long as no economic, trade, or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties oppose it.

(2) Unless something dissent is specified in the insurance conditions, the statutory provisions apply. Verbal collateral agreements do not exist.

(3) Notifications and declarations by the insured person or the user must be addressed to the insurer by telephone or in text form (letter or e-mail) unless agreed otherwise.

(4) The claims from the contract expire in 3 years. After a claim has been filed, the limitation period is suspended until the insurer's decision has been received in text form (by letter or e-mail).

(5) Actions against the insurer are to be filed at the court at his registered office, against the insured person or the user at his place of residence. The court at the registered office of the insurance agent is also responsible for claims arising from the insurance contract or insurance mediation.

(6) Austrian law applies to the exclusion of its reference standards and the UN sales law.

Special requirements for theft benefits

The bicycle/e-bike/pedelec must be locked to a stationary object with an approved lock. All locks with a minimum purchase price of 49,- € are permitted. If the lock specified in the leasing application is replaced by another, the data of the new lock must be submitted to the insurer within 5 working days. Details can be found in the obligations before the occurrence of the insured event.