

General insurance conditions for Eljoy/Econic ONE e-Bike insurance

A. General information

The basis for your contract are these **General Insurance Conditions for Eljoy/Econic ONE E-Bike Insurance**. These insurance conditions and your insurance information determine the content of your e-bike insurance and define the insurance coverage. As an insurer, we cannot do without technical terms either. These are not always easy to understand. That is why we explain certain technical terms or use examples to explain them. When we use examples, they are not exhaustive. These words are highlighted with capital letters for better readability.

B. Definitions

B.1 Insurer / we / us / our

The insurer is AWP P&C S.A. - Branch for Austria, Hietzinger Kai 101 - 105, 1130 Vienna, in the documents as "we / us / our"

Phone:

+ 359 2 995 1843 E-mail: office.bg@allianz.com

B.2 Policyholder

ELJOY AD, 43 Ivan Vazov Str., Odesos Distr., Varna, 9000 Bulgaria

B.3. Insured person

Insured person / you: You are an insured person if the policyholder has reported you to us as such. The authorized user of the e-bike is also deemed to be the insured person.

C. Subject of the insurance

Insurance cover

Insurance cover exists for the e-bike described in more detail in the insurance information, with a maximum total purchase price of up to 2.500 EUR including VAT. If the price of your e-bike exceeds this amount, the maximum coverage we provide is limited to 2.500 EUR.

It is only possible to take out insurance for new e-bikes that do not require registration or insurance and are only used privately. E-bikes used for commercial purposes can also be insured but needs a special information and permission.

The insurance also covers parts that are permanently connected to the e-bike (e.g. saddle, handlebars, lamps) that are necessary for operating the e-bike. Parts that are fastened using quick releases or firmly screwed to the e-bike are considered to be firmly connected to the e-bike. Parts that are plugged, clamped or tied, as well as loose accessories (e.g. saddlebag, air pump) are not considered to be firmly connected and are therefore not insured.

The associated security locks, the supplied charger and the control unit are also insured. Only those parts and safety locks that are purchased on the same day with the insured e-bike (insured parts) are insured (original invoice to be shown). Safety

locks for bicycles must have at least an original purchase price of at least EUR 50 including VAT.

D. Insured risks

We insure the insured e-bike against certain events. We refer to these events as insured risks if they are covered by insurance.

D.1 Which events are insured?

Event	E-Bike
Burglary	✓
Theft	✓
Robbery	✓
Vandalism	✓
Accidental damage of the bike	✓
Bicycle assistance	✓
Battery	✓

In the following referred to as insured risks.

To protect against theft, burglary, robbery, vandalism, your insured e-bike must be locked on a fixed object with the appropriate safety lock, if this is reasonable and legally permitted.

D.2 Events

In this section we describe the events that are covered by insurance.

Please make sure that you activated your coverage/policy by filling-in the registration form on the dedicated insurance section on policyholder's webpage www.econicone.com after purchase of the e-bike.

D.2a Insured events

The insurance cover includes the destruction and loss of the insured e-bike by:

• Burglary

Burglary occurs when a perpetrator:

- enters a building or premises of a building by pressing in or breaking open doors, windows or other parts of the building;
- enters through openings that are not intended for entry, overcoming difficult obstacles;
- sneaks in and takes things away from locked rooms;
- intrudes by opening locks with tools or wrong keys; (false keys are keys that are illegally created)
- intrudes with the correct keys, which he has taken by burglary in rooms other than the rooms in which the insured e-bike is located, or by using or threatening physical violence against people (key theft).

• Theft (simple)

Simple theft occurs when a perpetrator steals the insured e-bike (= total theft) without there being a burglary.

• Robbery

the destruction and loss of insured property through robbery occurs if:

- insured items, with the use or threat of physical violence against the insured person, persons living with him in the same household or other persons who are entitled to use the insured e-bike, are taken away or whose surrender is forced;

- the insured person, persons living with him in the same household or other persons who are entitled to use the insured e-bike become incapable of action as a result of a physical accident or as a result of any other cause for which he is not responsible, and then the removal of the insured property while being used this state takes place.

• Vandalism

The costs of a necessary repair by a specialist dealer authorized by us will be covered in the event of vandalism.

• Damage to the e-bike:

The costs of a necessary repair of damage by a specialist dealer authorized by us will be charged in the case of

- Fall / fall and accident,
- Operating and handling errors accepted.

Only repairs at a specialist bicycle dealer are insured.

We take over either the costs of a new bike of the same type and quality max. up to the current value or the customer receives a monetary compensation. In case of a money reimbursement the beneficiary must prove the new purchase from an Eljoy/Econic ONE dealer.

• E-Bike Assistance: If the insured E-Bike is no longer roadworthy as a result of a breakdown or an accident, the Assistance Center will organize and pay for up to max. EUR 200 per insured event for assistance at the place of the event or transport (including rescue) to a nearby, suitable bicycle repair shop (or to the starting point or destination of your day's stage).

With the exception of small parts such as valves, screws, etc. carried in the breakdown vehicle, costs for repairs and spare parts are not insured in the E-Bike Assistance.

The e-bike assistance includes:

- Simple breakdown assistance: to enable you to continue your journey
- Return transport of the e-bike as well as the e-bike user (if necessary another accompanying person) to the starting point of the day trip, the destination or to a specialist retail partner. The costs of the transport are paid up to EUR 200.

• Battery coverage

Covered are battery defects due to accidental damage, theft, robbery, burglary, vandalism and Assistance in case of low battery.

D.2b Uninsured events

There is no insurance cover for:

- Damage that did not impair the functionality of the insured e-bike. These are in particular scuffs, scratches and blemishes.
- Wear (as well as on tires and brake pads), unless the wear damage has arisen in the course of a fall, fall or accident or through operating and handling errors.
- Damage and theft of accessories that are not permanently connected.

These are e.g. external displays (not including the integrated LCD display provided by the manufacturer as an integral part of the electric system), external speedometers (not including the

integrated speedometer provided by the manufacturer as an integral part of the electric system), external GPS devices (not including the integrated GPS device provided by the manufacturer as an integral part of the electric system), bike baskets, drinking bottles, luggage bags, child seats and attachable lighting (accessories that are not insured). Integrated accessories provided by the manufacturer which are easily removable must be safe kept.

- Damage to the insured e-bike that was intentionally caused by you or people who share your household with you.
- Losing, leaving or abandoning the insured e-bike or the insured parts.
- Changes to the device / device manipulation: Removal, bypassing, deactivating or changing / manipulating the insured device (e.g. chip tuning).

Manufacturing defects:

- Damage that occurs during the duration of the manufacturer's warranty, provided that the manufacturer can be shown to have occurred in the event of damage, or damage expenses for which the manufacturer or dealer is responsible under the statutory warranty.
- Damage for which a third party as a manufacturer, dealer or repair company is responsible.
- Serial defects and product recalls.
- Construction, manufacturing, design or other defects related to the safety of the insured device.
- Damage for which claims for damages can be asserted against the manufacturer or dealer for breach of contract or for lack of warranted properties
- Series damage that leads to a manufacturer recall.

- Damage caused by participating in official cycling competitions and the associated practice and training rides.
- Cleaning and maintenance costs: Costs for the removal of purely visual damage that does not affect the functionality of the device (in particular scratches, wear-related abrasion, dents, paint damage, cosmetic repairs, etc.). Services that are necessary due to service/maintenance work (e.g. software update, setting the gearshift or brakes) and cleaning work.
- Costs of rental bikes.
- Professional/commercial activity (unless the commercial risks has been previously reported by the Policyholder to AWP): damage caused by the use of the device for business purposes and thus not incurred while using the insured device for private use. Professional/commercial activities in this sense are, in particular, commercial parcel/letter/goods delivery, lending to hotel guests, etc.

Damage caused by external events:

Damage caused by external events such as natural disasters or disasters such as fire, flood, lightning and explosion are caused, an electromagnetic shock caused by humans or natural events (however, insured moisture damage, e.g. to the battery, is excluded).

Damage from nuclear weapons, radioactivity, nuclear reactions or contamination caused by ionizing radiation, seepage damage

Damage caused by war or civil war, invasion, revolution, uprising, unrest, political acts of violence, attacks or acts of terrorism, lockouts or labour disputes (strikes), expropriations or similar interventions, confiscations, official orders or other state interventions as well as pollution, contamination or damage caused by natural disasters .

Consequential damage to property or financial losses: Direct and indirect consequential damage to property as well as financial

damage, including the costs that you incur if you cannot use your insured e-bike as usual. This includes, for example, the cost of borrowing a replacement device.

Gross negligence: Damage caused by neglecting the necessary care to a conspicuous extent or caused by the fact that no reasonable precautions are taken to avoid damage by you or a user of your insured e-bike.

Negligence, misuse or improper use of the device and loss: damage caused by misuse, incorrect installation or improper operation or the use of your insured e-bike for a purpose for which it was not intended according to its original purpose. This also includes damage to the e-bike caused by disregarding the manufacturer's operating and safety instructions.

Illegal use: Illegal use of your insured e-bike; including the violation of official prohibitions or regulations. This includes, for example, the use of unauthorized radio frequencies.

Repair orders or exchanges that have not been approved: repairs/interventions on your e-bike carried out without our consent.

Outside the agreed insurance period: The contract is concluded for the duration specified in the insurance information. There is no insurance cover for damage events that occurred before the start of or after the end of the insurance.

E. Geographical scope

The insurance coverage is valid in the countries from European Union and Serbia.

F. What is to be done in case of damage?

F.1 Duties (obligations)

You must take reasonable precautions to protect your insured e-bike against accident, loss or damage, and act as if you were not insured. In the event of damage, you must keep the damage as low as possible and avoid unnecessary costs. The stated obligations are obligations within the meaning of the applicable legal conditions. The freedom to perform in the event of a breach of obligations does not apply if the breach is not based on intent or gross negligence. If the obligation is not breached with the intention of influencing the insurer's obligation to provide benefits or to impair the determination of circumstances that are recognizably significant for the insurer's obligation to provide benefits, the insurer remains obliged to provide payment, provided that the breach is not related to the determination of the insured event still had an influence on the determination or the scope of the service incumbent on the insurer.

General obligations in the event of a claim

Firstly, inform the insurer by using the claim form available in the insurance dedicated section on the policyholder's webpage <http://www.econicone.com>. You are obliged to truthfully provide us with all relevant information that is necessary to clarify the facts of the case in the event of a claim and to enable us to examine the cause and amount of the asserted claim.

For the duration of the insurance cover, you must keep the insured e-bike in good condition and take reasonable care to avoid or at

least minimize the risk of damage to your insured device or the loss of your insured e-bike.

If the e-bike is damaged or destroyed during the term of the insurance contract, if needed we may ask you to provide us with this immediately and, if necessary, provide us with the e-bike (including the accessories included in the scope of delivery) so that we can examine it.

Special duties

In the event of theft, burglary or robbery, you are obliged to submit a police report of the respective incident to us when reporting a claim.

F.2 In the event of a breakdown / accident

In the event of a breakdown / accident, please contact regarding your e-bike firstly the Allianz Partners Assistance Center. The Assistance Center operates around the clock all year round and can offer you help with your insurance coverage.

Assistance Center Phone 24/7 (assistance is available only for Bulgaria):

+359 2 4455395

If the insured e-bike is no longer roadworthy as a result of a breakdown or an accident, the Assistance Center will organize and pay for up to max. EUR 200 per insured event for assistance at the location of the event or transport (assistance & transport only from public streets driveable by normal provider car or taxi) to a nearby, suitable bicycle workshop.

F.3 Submitting a claim report

You must claim the damage immediately, i.e. preferably within 14 days of becoming aware of it

The damage to your insured e-bike must be reported immediately so that the e-bike can be repaired promptly and the damage to the insured e-bike does not spread any further. If there is an unreasonably long period between the occurrence of the damage and your notification of the damage, we are entitled to make a deduction when settling your damage, provided that the extent of the damage has increased due to the time delay and the scope of our compensation has therefore increased.

F.4 What do you have to do in the event of a claim?

Please contact us by sending the claim form available in the insurance dedicated section on the policyholder webpage <http://www.econicone.com> on the following e-mail for claims handling: bike.bg@allianz.com, together with all relevant documents attached (e.g. purchase invoice, pictures of the damage, pictures of the security lock and police report in case of theft, etc.)

You are asked to provide us with the following information:

- Proof that the insured e-bike is insured with us, e.g. Your proof of purchase and insurance information and the registration number of your e-bike
- Description of the course of the damage and the damage to the device
- In the event of accidental damage: we need a photo of the damage
- In the event of theft: We need a police report and the original invoice of the insured e-bike and security lock.

F.5 Claims process on the part of the insurer

After we have finally checked your claim, we will inform you as soon as possible whether we are responsible for your claim. You may not place a repair or transport order without our consent.

G. What services do we provide in the event of a claim?

If you report damage to us that is covered by insurance, we will either have your insured e-bike repaired, using only commercially available spare parts, or replace it.

G.1 Insurance value

The insurance value of insured items in accordance with point G.3 is the purchase price of the new and unused insured e-bike including the insured accessories shown on the invoice.

G.2 Scope of services in the event of a possible repair

In the event of an insurance claim, we will reimburse the necessary repair costs for the damaged device, including the costs incurred for material and labour, as well as the transport costs incurred by a repair company commissioned by us. There are no further claims against us.

In the event of damage, the necessary repair costs will be reimbursed, but no more than the insurance value.

G.3 Scope of services in the event of a total write-off

In the event of destruction or loss (or if the e-bike is objectively no longer usable), the insured value will be replaced at most. You can purchase a new e-bike from your Eljoy/Econic ONE specialist bicycle dealer, we will pay the costs up to the insured value of a new bike of the same type and quality max. up to the current value or the customer receives a monetary compensation. In case of a money reimbursement the beneficiary must prove the new purchase from an Eljoy/Econic ONE dealer. The insurance contract expires automatically.

The insurance value (= original acquisition value) forms the limit for the compensation of the insurer but amounts to a maximum of EUR 2.500.

G.4 Insurance period

The insurance contract is concluded for one year.

G.5 Compensation

In the case of compensation in accordance with Sections G.2 and G.3, the reduction in value due to the age and use of the insured items is deducted from the insured value with the following percentages:

- No deduction for partial damages
- No deduction up to a period of use of 6 months for total loss/theft,
- 15% deduction for month 7 to 12 for total loss/theft

G.6 Subsidiarity

The insurance cover is subsidiary. This means that insurance benefits are only provided to the extent that no compensation can be obtained from other insurance contracts or coverage (e.g. household insurance, credit card coverage).

H. General provisions

H.1 Return of the insured device

The insurance contract is concluded for the agreed contract period for the insured e-bike.

If the insured e-bike is returned, sold or exchanged for another device during the term of the contract, the insurance contract ends automatically.

H.2 Economic sanctions clause (international sanctions)

The present insurance contract does not provide cover and, if applicable, does not oblige to pay, as either the cover or the payout against relevant sanctions, regulations or provisions of the United Nations, the European Union, the United States of America or against other relevant economic or trade sanctions, - violates any rules or regulations. We reject the regulation of claims against persons, companies, governments and other third parties, against whom according to national or international conventions or due to sanctions no regulation may take place. applies to economic, trade or financial sanctions or embargoes.

H.3 Complaints

Our goal is to provide first class services. It is also important to us to respond to your concerns. Should you ever be not satisfied with our products or our service, please let us know directly. You can send us your complaints on contractual or damage issues via any communication channel or through our dedicated e-mail address: quality.at@allianz.com

In case you are not satisfied with our resolution, for complaints from all insurance sectors, you can contact the responsible complaints office:

Financial Supervision Commission:
1000 Sofia, 16 Budapeshta str.
Call center: +359 800 40 444
Fax: +359 2 9404 606
Documents/complaints: delovodstvo@fsc.bg
Monday – Friday 9:00-17:30

H.4 Applicable law, competent court

Bulgarian law applies to this insurance contract. The place of jurisdiction is Sofia, Bulgaria.

I. Date and signature of the insurer

I.1 Date

I.2 Signature of the insurer