



# Theft coverage & total economic loss

*Has your bicycle been stolen - the reliable steel horse with which you defy wind and weather every day? Not fun! You had locked up your bicycle though and anchored it to a bicycle stand. But don't worry, with our theft and total economic loss coverage, you can rest assured and quickly choose a new dream bicycle.*

## 1. What is theft coverage?

As the owner of the bicycles, o2o has insured itself against theft and total economic loss, so you as a cyclist need not to worry. Thanks to the theft guarantee, your bicycle is covered in the event of theft and total economic loss. For more details see the Terms of service for theft coverage.

## 2. When are you covered against theft?

You obviously want to **protect** your new bicycle **from theft** as much as possible. Do you want to be covered in case of theft? Then be sure to pay attention to the following:

- Make sure that you **ALWAYS lock your bicycle** (even if it is in a **confined space**, such as **your own garage**, for example) and that you **anchor your bicycle** to a bike stand or another fixed installation. Only then you can be sure that the bicycle is covered in case it gets stolen. For more info on correctly anchoring your bicycle, see page 6 in the Terms of service for theft.
- In case of theft, you should always be able to return **2 bicycle keys**. This is how you prove that your bicycle was locked. If you only have 1 key, the theft may be refused. Have you lost your bicycle key? Then be sure to take action and follow the instructions under the point 'Lost my bicycle key'.

### 3. Back on the road with a discount coupon in case of theft

Your bicycle has been stolen. 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 Theft** for a new bicycle contract.

Use your discount coupon to order your new bicycle within 6 months <sup>1</sup> after the end of your terminated contract. That way, you can 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 Theft is the sum of:

- 75% of the paid-off value of the stolen bicycle in case of theft or irreparable damage 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 stolen bicycle in case of theft or irreparable damage in the following years of the contract, with a maximum value of the list price of the new bicycle.
- The excess/underspending 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 theft?

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

Please note: if the conditions are not met and the theft is refused, the full cost of the replacement bicycle will be charged to your personal account.

How to apply for a replacement bicycle? If you meet the 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:

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<sup>1</sup> 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.

- 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 of your new 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 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. Lost my bicycle key or bicycle lock

1. If you have **lost the key** to your bicycle lock, report it immediately online via [Police on Web](#) (under Non-urgent declarations). As proof of the online declaration, you will receive a certificate of loss, which you will transfer to o2o via [bikeservices@o2o.be](mailto:bikeservices@o2o.be).

Besides the online declaration, get a duplicate bicycle key made as soon as possible. You can do this yourself via the lock manufacturer or via your bicycle repair shop. To do this, you need the lock code. You can find this in myo2o Biker under *Your bike(s)* under *Your bike features*. Please also send the proof of purchase to [bikeservices@o2o.be](mailto:bikeservices@o2o.be).

### Important!

- For the **duplicate** of your lost bicycle key, always choose the **engraved variant**. Otherwise, you will not be covered under the terms and conditions of the theft guarantee.
- The theft guarantee requires you to have **2 engraved bicycle keys** in your possession if your bicycle is stolen. This is how you prove that your bicycle was locked. If you only have 1 key, the insurance company may refuse the refund.
- Have you **lost both keys**? Then follow the procedure for 'bicycle lock lost' (see point 2) and immediately purchase a new bicycle lock with 2 keys.

2. Have you **lost your bicycle lock**? Please request a certificate of loss from the police via an online declaration ([Police on web](#)). Please forward this certificate of loss stating the lock code to [bikeservices@o2o.be](mailto:bikeservices@o2o.be). A new Security lock must be purchased [in accordance with the conditions](#). You should also forward the invoice or proof of purchase mentioning the new lock code to [bikeservices@o2o.be](mailto:bikeservices@o2o.be).

Did you know that you can use your **service budget** to purchase a new lock and matching keys? Also, when replacing the lock via your service budget, please send an email to [bikeservices@o2o.be](mailto:bikeservices@o2o.be) so that we can register everything correctly in your file.

## 6. How do I make use of the theft coverage?

### Step 1: File a report with the police yourself

Go to the police and have an official police report (pv) drawn up detailing the facts. Make sure to include the following information on the pv:

- The bicycle brand and model;
- The bicycle frame number (!);
- The bicycle lock code;<sup>2</sup>
- A description of the circumstances, the time, the location, how the bicycle was secured;
- And other relevant information.

Make sure the bicycle frame number is mentioned on the pv. You can find this in myo2o Biker under *Your bike(s)* in the section *Your bike features*.

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

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

Do this as soon as possible, at the latest within 2 days after the theft has been established. Reporting bicycle theft can also be done digitally through [Police on Web](#) (under Theft and Damage - File a complaint). You will receive a theft certificate and a copy of the pv from the police. You provide a copy of the pv to [schade@vanbreda.be](mailto:schade@vanbreda.be) within 5 days counting from the reception of the pv concerned.

### Step 2: Report the theft to 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.

Provide o2o or the expert if appointed with all keys to the bicycle lock and battery.

### Step 3: Your file is being handled

Upon receipt and inquiry of your complete claim file, a decision will be made on whether the claim is covered (see the conditions and exclusions under the Service conditions).

- Is the theft covered? Go to step 4.
- Is the theft not covered? Then you will receive an invoice from o2o for compensation for non-compliance. The compensation is calculated according to the rules of early termination of the bicycle contract with takeover of the bicycle.

### Step 4: Choose a new bicycle

Once the intervention is completed, the contract ends and so does your lease contribution.

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<sup>2</sup> See on your bicycle key or in myo2o Biker under *Your bicycle(s)* in the section *Your bicycle features*.

But don't worry! At o2o we'll give you an extra boost in your search for a new bicycle, with a **Discount Coupon Theft** for concluding a new bicycle contract. Let's order!

# Terms of service theft guarantee & total economic loss

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 theft and total economic loss, 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 contract: the Rental quote accompanied by the Declaration of receipt.
5. 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).
6. Dealer: bicycle dealer or repairer who delivered the lease bicycle to the User.
7. Declaration of receipt: the declaration signed by the User upon receipt of the Bicycle from the bicycle dealer.
8. 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.
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. Security lock: the bicycle lock specified in the Rental quote. The security lock must obligatory be integrated in the Bicycle contract. It should at least comply with the ART-2 type U standard or security level 10, or be a type Hiplok DXC bicycle lock inspection level Sold Secure Diamond, be a chain or pliable and attached to the frame of the Bicycle (i.e. not to a wheel). An electronic lock without 2 keys is not permitted.
11. Lease order: the bicycle lease application submitted.
12. Rental term: the duration of the lease.
13. Rental contribution: the rental price of the lease bicycle.
14. Wage component: the part of the wage package that can be exchanged for another benefit under flexible compensation, here bicycle leasing.
15. Personal contribution: a cash payment to o2o made by the User for the conclusion of a Bicycle contract.
16. Insured value: the new Bicycle value.
17. The insurance intermediary: the insurance broker designated as Insurance Intermediary.
18. Theft: theft of an entire Bicycle and the damage to this Bicycle as a result of the theft or attempted theft.
19. 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.
  - b. If the insured Bicycle is not found back at the end of a period of 15 days after receipt of the theft report.

## 2. Introduction

The theft guarantee covers Theft of the Bicycle, as well as Total loss due to Theft. The Theft coverage is activated by default, so the cost of this service is included in the total lease price of the Bicycle. This theft guarantee will be visible as a service in myo2o Biker under *Your Bike(s)* and the *Your services* section.

To benefit from the Theft coverage, the User must always show that the Bicycle was protected against Theft as adequately as possible:

- The Bicycle must always be locked by means of the Security lock mentioned in the Rental quote and also be anchored to a bicycle stand or another fixed installation. The purchase of a Security lock (type ART-2 of security level 10, or a type Hiplok DXC inspection level Solid Secure Diamond) must obligatory be integrated in the Bicycle contract.
- The User must always be able to present two bicycle keys.

In the absence of the above, the Theft will be refused.

Anchoring the Bicycle is attaching both wheel and frame to a fixed installation. The Biker should ensure that the chain lock is secured through the wheel, along the frame as well as to the fixed anchor point. Regardless of where the Bicycle is parked, even within a locked bicycle shed, in one's own garage or home, the Bicycle must always be anchored.

The Bicycle and all Accessories are covered provided that they are stated in the Rental quote of the covered Bicycle and that the Bicycle has been stolen.

Bicycle helmets are also included in the Accessories, as well as permanently mounted bicycle navigation devices or computers (insofar as these are stated in the Rental quote).

The declaration of Theft is double:

- within 2 calendar days in myo2o Biker;
- within 3 calendar days to the police for drawing up an official report (pv) detailing the facts.

The full procedure can be consulted in myo2o Biker under *Your Bike(s)* via *Report damage or theft*.

## 3. Risks & conditions

1. The cover is always subject to the conditions and limitations set out in the current Terms of service.
2. The Bicycle must be equipped with a Security lock with two keys - mentioned on the Rental quote - with at least a security class ART 2 – Type U or security level 10 or a type Hiplok DXC inspection level Solid Secure Diamond. The User should ALWAYS lock the bicycle with this Security lock (even if it is in a confined space) and anchor it to a bike stand or another fixed installation. Anchoring the Bicycle is attaching both wheel

and frame to a fixed installation. The User should ensure that the chain lock is secured through the wheel, along the frame as well as to the fixed anchor point. Regardless of where the Bicycle is parked, even within a locked bicycle shed, in one's own garage or home, the Bicycle must always be anchored.

3. Theft of Accessories is covered if they are mentioned on the Rental quote of the Bicycle and on condition that the insured Bicycle is also completely stolen.
4. The User may benefit from an intervention in the cost of a replacement bicycle provided that:
  - a. the Theft complies with the conditions of the theft guarantee,
  - b. the delivery of a new bicycle after the declaration of Theft takes longer than 3 working days, counting from the declaration of theft with o2o accordingly the procedure hereto foreseen,
  - c. if the Bicycle is recovered with damage meeting conditions and the repair takes longer than 3 working days, counting from the bicycle dealer's delivery of the estimate,
  - d. the bicycle dealer has a replacement bicycle available. The User can also lease a replacement bicycle through Decathlon (incl. speed pedelecs) for 4 weeks maximum. The range of bicycles and their 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 theft file is refused, any costs for a replacement bicycle will be charged to the User.

If the covered Bicycle is found within 15 days upon receipt of the Theft report, this no longer falls under Theft and the User must continue the Bicycle contract.

If the covered Bicycle is found later than 15 days upon receipt of the Theft report, this is a Total Loss. The User must report this to o2o (via [bikeservices@o2o.be](mailto:bikeservices@o2o.be)) and hand over the recovered Bicycle to o2o.

## 4. Exclusions

Are excluded from coverage:

1. Damage as a result of an attempted Theft. This is covered by the Damage guarantee (see Terms of service Damage).
2. Damage caused by fraud or intent on the part of the User or someone who has an interest in the compensation.
3. Damage resulting from Theft if the Bicycle was not locked with the Security lock described in the Rental quote.



4. Theft of Accessories, not mentioned in the Rental quote.
5. Theft of clothes, shoes or any other property or Accessory of the User of the Bicycle.
6. Theft and/or costs caused by seizure, confiscation or any other event resulting from contraband, illegal trade or illegal trafficking.
7. The contractual and/or extra-contractual liability of the User arising from damage and/or theft however caused by the covered goods and objects.
8. Theft 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.
9. Additional costs due to a covered hazard.
10. Theft committed by the complicity of the spouse of the User, person residing at the same address, relatives up to the fourth degree, appointee of the User or a person to whom the User has entrusted the Bicycle or the keys or coded card.
11. Theft or attempted Theft of Accessories without Theft of the Bicycle.
12. Theft due to:
  - a. The mere loss of the keys or coded card.
  - b. Leaving or forgetting a key or coded card of the Bicycle.
  - c. Failure to activate the anti-theft device or to anchor accordingly the conditions.
13. Theft or attempted Theft due to abuse of trust.
14. Theft or attempted Theft due to vandalism.
15. Theft of only the battery unless there is clear evidence of Theft by damage to the frame and/or the Bicycle.
16. The theft of a wheel/wheels.

If the same User suffers a Total loss two times 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 Theft 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 the instructions.
2. If the original bicycle key(s) is lost, the User will have a duplicate bicycle key made via the manufacturer or the bicycle repair shop. The lock code will be used for this. The User will also have to request a certificate of loss from the police via an online report (Police on web). The User must provide o2o with both proof of production of a duplicate and the certificate of loss stating the lock code. This certificate of loss must

also be able to be presented to the expert in the event of Theft. The User may not have additional bicycle keys made other than in the above case.

3. If the Security Lock is lost, a certificate of loss must also be requested from the police via an online report (Police on web). The User must provide this certificate of loss to o2o, stating the lock code. A new Security Lock must be purchased in accordance with the conditions. The User also provides o2o with the invoice or proof of purchase stating the new lock code.
4. The User must maintain the Bicycle in accordance with the guidelines of the manufacturer or the repairer and have defects repaired in time.
5. The User shall refrain from participating in races, or training sessions and preparations for these with the insured Bicycle.
6. The User shall refrain from renting out the covered Bicycle.
7. 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 properly with one or more of the obligations mentioned in the present article, this will entail a loss of cover for a Theft.

## **7. Special obligations of the User**

The User is obliged, as soon as reasonably possible, preferably within a period of 2 calendar days (48h), after the establishment of the theft of the covered Bicycle:

1. To report the Theft to o2o.
2. To report the Theft to the local police and send the official report (pv) to o2o.
3. To inform o2o immediately if the stolen Bicycle is found.
4. To present both keys.
5. To send all received documents concerning the Theft immediately to [schade@vanbreda](mailto:schade@vanbreda) via mail.

o2o provides all information to the Insurance intermediary for processing.

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

## **8. Intervention arrangement**

1. In case of acceptance of the Bicycle Theft, o2o will terminate the Bicycle contract and the User will receive a 'Discount Coupon Theft' for the conclusion of a new Bicycle contract with o2o. The coupon remains valid for 6 months<sup>3</sup> after the end of the Bicycle contract.

The value of this Discount Coupon Theft is the sum of:

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<sup>3</sup> 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.

- a. 75% of the paid-off value of the stolen Bicycle if the Theft or irreparable damage occurs during the first year of the contract, with a maximum value of the list price of the new Bicycle.
- b. 50% of the paid-off value of the stolen Bicycle if the Theft or irreparable damage occurs in the following years of the contract, with a maximum value of the list price of the new Bicycle.
- c. The excess/underutilisation 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.

2. In the event of Theft of the Bicycle without approval, o2o will terminate the Bicycle contract and provide the employee with an invoice for the early termination of the Bicycle contract as per the rules on taking over the Bicycle.
3. Subrogation: In the event of intervention, the User grants o2o the right to take all protective measures in relation to the liable party.

## **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 Theft, this is the date of approval or rejection of the file.

## **10. Coverage area**

The coverage is in force worldwide.

## **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](mailto: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 Theft 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.