



Bicycle Care Damage service

General Terms and Conditions

What provisions does o2o apply in cases of damage
and total loss?

Valid from 08/09/2025

In heavy rain, snow and black ice, the roads are often slippery - and it's easy to crash your bicycle. But things sometimes also go wrong when the weather is good. Did the glare from the sun prevent you from seeing that opening car door in time, or did you get stuck with your wheel in a pothole or ditch in the road? Thanks to our Bicycle Care Damage service, you can be sure of quick repair – of the damage to your bicycle that is. If you suffer any bruises and scrapes yourself, it's best to see the doctor.

Are you leasing a bicycle from o2o? If so, the Bicycle Care Damage service is part of your lease package. Has your bicycle suffered damage unexpectedly? If so, the damage may be covered under the protection provided by the Bicycle Care Damage service, which means that you won't have to pay for the damage yourself. In some cases, if requested by the employer, the Bicycle Care Damage service is not included and the employer provides its own insurance policy to cover damage.

The Bicycle Care Damage service is always subject to the terms conditions and restrictions set out in the current Bicycle Care Damage General Terms and Conditions (otherwise known as the **"General Terms and Conditions"**).

All words that begin with a capital letter have the meaning as defined in the text or in the list of definitions at the end of these General Terms and Conditions.

1. Duration of the Bicycle Care Damage service

The Bicycle Care Damage service starts on the day o2o receives the Declaration of Receipt and ends on the day that the Bicycle Contract ends. In the event of Damage with Total Loss, this is the date on which the Damage File has been processed.

2. The Bicycle Care Damage terms and conditions

2.1. To be able to make use of the Bicycle Care Damage service:

- The Bicycle Care Damage service must be active. You can check this in myo2o Biker by viewing *Your bicycle* under the heading *Your services*¹.
- You must fulfil all of the conditions listed below **for the entire duration of the**

Bicycle Contract:

1. Provide all requested information and documents and follow instructions.
2. The Cyclist must maintain the Bicycle according to the manufacturer's or Dealer's guidelines and have defects repaired in good time.
3. The Cyclist must not use the Bicycle to take part in competitions.
4. The Cyclist is not permitted to hire out the Bicycle.
5. The Cyclist must not ride during voluntary intoxication of any kind (alcohol, drugs, etc.) and/or under the influence of drugs not prescribed by a doctor.
6. All of the conditions above form the 'Bicycle Care Damage conditions'.

The Cyclist must, in the event of damage **following an Accident**:

1. Minimise the extent of damage as much as possible.
2. Report the damage after the Accident, as described in Article 3.
3. Take a clear photo of each damaged, defective and replaceable part, plus a photo clearly showing the complete Bicycle.

An **unexpected damage event** is defined as damage resulting from a fall involving the Bicycle while the Cyclist is riding it, fire, an accident involving the Bicycle or vandalism. Exclusions specifying damage that is not covered by the service can be found in Article 6.

2.2. The Cyclist bears the burden of proof.

3. How do I invoke the Bicycle Care Damage service?

3.1. To benefit from Bicycle Care Damage service, the Cyclist must **in all cases**:

- **Report** the damage **to o2o** (see Article 3.3 for further instructions);
- Take a **clear picture** of:
 1. Each damaged, defective and replaceable part, and
 2. The complete Bicycle.
- **Take the Bicycle to the Dealer** where it was supplied or to a Dealer of your choice (see Article 3.5 for further instructions).

3.2. In each of the cases stipulated in Article 3.4, the Cyclist must also **report it to the police** (see Article 3.4. for further instructions).

¹ In exceptional cases, the Bicycle Care Damage service may not be included in the employer's Bicycle plan. In that case, however, the Cyclist can make use of the Bicycle Care Damage service by choosing this service and clearly and explicitly indicating this to o2o when entering into the Bicycle contract. If the Cyclist does this, the fee for Bicycle Care Damage service will be included in the Rental Fee.

3.3. Reporting the damage to o2o: you must report the damage to o2o within two calendar days (48 hours) after the Accident occurred. You can do that via myo2o Biker, under *Your bicycle* via the [Report damage or theft](#) button, and you simply follow the steps indicated.

When making your report, you can also choose the Dealer where you will return the Bicycle (see Article 3.5). The frame number and OrderID can also be found in myo2o Biker if necessary.

If the other party to the Accident is known and you have a correctly completed [European Accident Statement](#), send a copy of it to schade@vanbreda.be.

3.4. Reporting the Accident to the police: if the damage is the result of vandalism or an Accident involving third parties and/or if anyone has suffered physical injuries, the Cyclist must also report what has happened to the local police within three calendar days.

At the police station, the Cyclist must have a police report and a certificate of declaration, vandalism or traffic accident drawn up that includes a detailed description of the facts. **As a minimum**, the Cyclist must ensure that the following information is included:

1. The frame number of the Bicycle².
2. The reason and cause of the Accident and Damage.
3. The time of the Accident, damage incident or identification thereof.
4. A description of the location and, if relevant, how the Bicycle was secured and anchored.
5. The details of the other party, if known, and who was at fault.
6. The fact that the Bicycle is owned by o2o BV with company number 0647.826.178 and registered office at Burggravenlaan 31, 9000 Ghent.
7. And other relevant information.

Cases of vandalism to the Bicycle can also be reported digitally [via Police on Web](#) (under Theft and Damage - File a complaint).

You must then send the copy of the official report or the certificate to schade@vanbreda.be within 5 calendar days after receiving it.

Please note! Is your Bicycle a **speed pedelec** and did a third party suffer a loss in the Accident? If so, your Civil Liability insurance may need to be involved.

- Have you taken out **Civil Liability insurance** covering damage to third parties in your o2o Bicycle Contract (for speed pedelecs only)? If so, fill in the details that can be found in the [Terms and Conditions of that Civil Liability Insurance](#) for speed pedelecs.
- If your **own Civil Liability insurance** (civil liability/family insurance) needs to be involved, enter the details of your own insurance.

Comment:

You can report what has happened to o2o and to the police at the same time. Are any details that you need to fill in to submit a full report in myo2o Biker unavailable? If so, enter the information you have at that time via myo2o Biker **within the time limit stated above**. You must then send any subsequent additional questions and documents for the damage file directly to schade@vanbreda.be.

² You can find this in myo2o Biker in the section *Your bicycle* under the heading *Your bicycle features*.

To ensure correct and fast handling, o2o works with Vanbreda Risk & Benefits. The declaration made by the Cyclist in myo2o Biker will therefore undergo further processing by Vanbreda Risk & Benefits (as the claims handler). Any questions or additional information regarding the declaration via myo2o Biker must therefore be addressed directly to schade@vanbreda.be.

3.5. **Returning your Bicycle to the Dealer:** take your damaged Bicycle to the Dealer where you originally ordered it, or to a Dealer of your choice. **Important: do not have the Bicycle repaired yet.** The Dealer will first draw up a Damage File and send it to schade@vanbreda.be, indicating your file number. The repairs to the Bicycle can only be carried out after the file has been approved by o2o or Vanbreda.

4. Assessment of the Damage File

4.1. After receiving and examining your complete file, we will check whether the damage claim is covered under the Bicycle Care Damage Terms and Conditions.

- **The Damage File has been approved and**

1. **the Bicycle is repairable:** you, the Cyclist, are then obliged to have the damage repaired. The costs are settled directly between o2o and the chosen Dealer, with the exception of the standard excess amount of 25 euros excluding VAT, which the Cyclist must pay. After the repair has been carried out in accordance with the approved Damage File, the Dealer will forward the invoice to schade@vanbreda.be stating the file number. The cost of repairing the Bicycle after the Accident and replacing the Accessories concerned will be borne by o2o up to the purchase value of the Bicycle.
2. **the Bicycle is irreparable (Total Loss):** you must take the Bicycle to the Dealer and must bring all Accessories as listed in the Rental Quote and, in the case of a speed pedelec, also the official documents (original COC (certificate of conformity), the two original registration documents, code Stromer) with you to the Dealer. It is important that these **Accessories are also included**. We will process your Damage File in the same way as we would in the case of a Theft. As a result, your Bicycle Contract (and therefore the Rental fee) will cease as soon as the file is approved. In such cases, o2o will also waive its right of recourse against the Cyclist in respect of the damage incurred as a result of the Accident (see Article 5). Finally, o2o will provide the Cyclist with additional assistance in searching for a new Bicycle by providing a Discount Voucher due to Irreparable Damage (see Article 4.5. below).

- **The Damage File has been rejected and**

1. **the Bicycle is repairable:** you, the Cyclist, are then obliged to have the damage repaired entirely at your own expense, as explained in Article 4.1 (see below). You can pay these costs in full or in part with the service budget.
2. **the Bicycle is irreparable (Total Loss):** the Bicycle remains with the Dealer. The Cyclist must bring all Accessories as listed in the Rental Quote and, in the case

of a speed pedelec, must also provide the official documents (original COC (certificate of conformity) and the two original registration documents, code Stromer) to the Dealer. It is important that these **Accessories are also included**. We will process your Damage File in the same way as we would in the case of a Theft. As a result, your Bicycle Contract (and therefore the Rental fee) will cease on the date of rejection. In this case, as explained in Article 5, o2o will not waive its right of recourse against the Cyclist in respect of the damage incurred as a result of the Accident.

Consequently, the Cyclist will receive an invoice from o2o for the compensation of the damage to o2o resulting from the Accident. The compensation will be calculated according to the rules governing the premature termination of the Bicycle contract including takeover of the Bicycle.

4.2. **Subrogation:** o2o is entitled to recover damages from the liable third party. If the Cyclist or their insurance company for civil liability claims these damages from the liable third party, the Cyclist will pay these damages to o2o upon receipt.

4.3. **Expert report:** o2o reserves the right to appoint an independent expert to establish the extent of the damage and the cost of repair. Any damaged parts must be kept at o2o's disposal. The counterparty can also appoint an independent expert.

4.4. **Replacement bicycle**

If the repair of the Bicycle following an Accident takes longer than 3 working days, commencing from the date when the Dealer delivers the Damage File to o2o, temporarily using a replacement Bicycle will be possible, provided that the Dealer or Decathlon or Bike Republic has a replacement Bicycle available.

4.4.1. If o2o and/or Vanbreda judges that the Bicycle Care Damage Terms and Conditions have been met, the Cyclist will, in principle, be entitled to rent the replacement Bicycle until the repaired Bicycle is returned and o2o will meet part of the costs of the replacement Bicycle, up to the maximum amount of:

- For a non-electric Bicycle: a maximum of €280 excluding VAT over the entire rental period.
- For an ordinary electric Bicycle: a maximum of €520 excluding VAT over the entire rental period.
- For a speed pedelec: a maximum of €660 excluding VAT over the entire rental period.

For replacement bicycles from Decathlon, the period in which o2o will meet part of these costs will be limited to four (4) weeks in all cases, even if the maximum amount stated above has not been exceeded. Bike Republic offers replacement bikes for rent at a price of 12 euros per day.

If the amount of rent payable for the replacement Bicycle is greater than the amounts being paid by o2o, the Cyclist must meet the additional costs themselves. The Dealer or Decathlon or Bike Republic will invoice the Cyclist for the difference.

To avoid unpleasant surprises and unwanted costs, it is therefore best to ask your Dealer how long the delivery of your repaired Bicycle will take.

4.4.2. If o2o and/or Vanbreda judge that the Bicycle Care Damage Terms and Conditions have not been met, o2o will not pay part of the cost of the replacement Bicycle and the full costs associated with the replacement Bicycle will be borne by the Cyclist.

4.4.3. More info regarding [Decathlon's Terms and Conditions](#) can be found here.

4.5 Discount Voucher due to Irreparable Damage

4.5.1. If the Damage File is approved, o2o will offer the Cyclist a **Discount Voucher due to Irreparable Damage** for entering into a new Bicycle Contract with o2o. This Discount Voucher due to Irreparable Damage amounts to a reduction in the Rental Fee.

4.5.2. You must use the Discount Voucher due to Irreparable Damage within 6 months from the date when your Bicycle Contract was terminated. In the event that the Cyclist's employer operates a cafeteria plan and you can only order the new Bicycle once a year, o2o will make an exception.

4.5.3. The value of the Discount Voucher due to Irreparable Damage:

- **If the Accident occurs during the first third of the Bicycle Contract period ($\frac{1}{3}$ period):**
 - The Irreparable Damage Discount Voucher is 75% of the already financed value of the Bicycle, up to a maximum value of the catalogue price of the new Bicycle; **plus**,
 - The excess amount/under amount of the service budget used. This amount is the difference between the service budget used minus the service budget to which you were entitled (determined pro rata according to the actual term of the Bicycle Contract).
- **If the Accident occurs after the first third of the Bicycle Contract period ($\frac{1}{3}$ period):**
 - The Irreparable Damage Discount Voucher is 50% of the already financed value of the Bicycle, up to a maximum value of the catalogue price of the new Bicycle; **plus**,
 - The excess amount/under amount of the service budget used. This amount is the difference between the service budget used minus the service budget to which you were entitled (determined pro rata according to the actual term of the Bicycle Contract).

4.5.4. The Discount Voucher due to Irreparable Damage on the new Bicycle cannot exceed the list price of the Bicycle. In the [simulation of your Rental Fee](#) for your new Bicycle, this discount will be included automatically.

4.5.5. In no cases will a Discount Voucher due to Irreparable Damage have any effect on the takeover price at the end of the Bicycle Contract when taking over the Bicycle.

5. Context of the Bicycle Care Damage service

5.1. If the Cyclist leases the Bicycle via o2o, the employer hiring the Bicycle from o2o is actually making that Bicycle available to the Cyclist. o2o is therefore the legal owner of the

Bicycle and will remain so throughout the entire term of the Bicycle Contract. The Cyclist is, however, obliged to use and maintain the Bicycle with the necessary degree of care.

5.2. Even the most careful Cyclist can cause unforeseen damage to the Bicycle belonging to o2o. That is why o2o offers the Bicycle Care Damage service as standard. If unforeseen damage has occurred and all of the obligations and conditions laid down in these General Terms and Conditions have been fulfilled, o2o will waive its right of recovery. In other words, the Cyclist will not have to reimburse o2o for the damage to the Bicycle and/or the Accessories.

5.3. If all of the obligations and conditions laid down in these General Terms and Conditions have not been fulfilled, o2o will not waive its right of recovery. This means that the Cyclist must compensate o2o for any damage incurred by o2o (such as damage to the Bicycle and its Accessories), in the event that the Bicycle and/or its Accessories are damaged in an Accident. In such cases, o2o can recover the cost of the damage to the Bicycle from the Cyclist.

6. Exclusions from the Bicycle Care Damage service

6.1. In the following cases, the Bicycle Care Damage service will **never apply** and o2o will retain the right of recourse against the Cyclist at all times:

1. **Deception or** intent by the Cyclist or anyone with an interest in the waiver of recourse by o2o.
2. **Theft**, if o2o does not waive recourse as a result of the theft (e.g. because the Bicycle Care Theft Terms and Conditions have not been met and the stolen Bicycle has been recovered and has been damaged).
3. Repair costs due to **wear and tear**.
4. Wear and tear or obvious **poor maintenance** of components.
5. **Unusually** fast depreciation, e.g. as a result of a manufacturing defect, extreme weather conditions or poor maintenance.
6. A **flat tyre** if it is not the result of an Accident.
7. Damage caused by radioactive contamination, chemical, biological, biochemical or electromagnetic **weapons** or the abandonment of radioactive goods.
8. **Confiscation, forfeiture** and any other occurrence in relation to the Bicycle and Accessories.
9. Damage caused directly or indirectly, in whole or in part, by or arising from **terrorism, war, strike, riot**, including civil war or **acts of violence** with a collective motive, whether or not accompanied by rebellion against authority, popular uprising, lock-out or disturbances arising from labour disputes.
10. Damage caused by **transported objects**, the loading or unloading thereof, or as a result of the weight of the load being carried by the Bicycle.
11. Damage caused while preparing for or participating in speed, regularity or agility rides or **competitions**.
12. A damage claim in which the Bicycle is driven by a person who does not meet the conditions prescribed by Belgian law and regulations to be **allowed to drive the Bicycle concerned**.
13. If, at the time of the claim, the Cyclist is in a state of **alcohol intoxication** (> 1.5 grams per litre of blood or 0.66 milligrams per litre of exhaled alveolar air), is in a state of

intoxication, is under the influence of **drugs** or hallucinogenic substances or medications, the use of which renders the Cyclist unfit to ride.

14. Damage for which the Cyclist is able to invoke the **Manufacturer's Warranty**, such as in the case of components of a Bicycle that has broken down or that suffer faults while in use. The Cyclist can also arrange for these to be repaired via the Service budget.
15. Damage for which the Cyclist is able to invoke the **extended warranty**, if this is included in the Services that apply under the Bicycle Contract.
16. Damage of a purely **aesthetic nature**, such as scratches, scrapes, discolouration or cracks, unless resulting from an Accident covered by the Bicycle Care Damage Terms and Conditions.
17. Damage to the Bicycle's **tyres**, not resulting from an Accident or vandalism.
18. Damage to the **Bicycle Keys** or **Security Lock** not resulting from attempted Theft or vandalism.
19. Damage to the **Accessories** without damage to the Bicycle.

6.2. If the same Cyclist's Bicycle is severely damaged twice within a period of three years through their own fault, o2o is entitled to refuse a new Bicycle contract to that Cyclist.

7. Disputes and applicable law

This Bicycle Care Damage service is applicable worldwide. In case of questions or complaints concerning the Bicycle Contract or the General Terms and Conditions, the Cyclist can send any complaint concerning this contract to: o2o (Tel: +32 9 296 40 12, e-mail: bicycleservices@o2o.be).

These General Terms and Conditions and the Bicycle Contract are governed by Belgian law. All disputes relating to the conclusion, validity, performance, interpretation or termination of these contracts fall within the exclusive jurisdiction of the Belgian Courts.

8. Fraud

Any fraud on the part of the Cyclist in making out the declaration, filling in the questionnaires, drawing up documents (or having them drawn up) or taking photographs will result in the Cyclist relinquishing all rights vis-à-vis o2o. Each document must therefore be completed fully and accurately. The claims handler and o2o reserve the right to have the fraudulent Cyclist prosecuted by the competent courts.

9. Privacy policy

See the privacy statement on o2o's website. These General Terms and Conditions form an integral part of the Bicycle Contract with o2o. The Cyclist declares having read and approved them.

Definitions

1. **Accessory:** equipment which forms an integral part of the bicycle and which cannot be used independently of the bicycle. These Accessories must be included in the Rental Quote. Bicycle helmets are also included under Accessories, as well as permanently fitted bicycle navigation systems or computers (provided they are listed on the Rental Quote).
2. **Accident:** an unexpected event which causes damage to the Bicycle and, if applicable, the Accessory (or Accessories). This can also be the result of a fire, a fall involving the Bicycle while the Cyclist is riding it, an accident involving the Bicycle or vandalism.
3. **Bicycle:** the Bicycle described in the Cyclist's Declaration of Receipt, including the Accessories.
4. **Bicycle Contract:** the Rental Quote together with the Declaration of Receipt.
5. **Cyclist:** the physical person who enters into or has entered into a Bicycle Contract, also referred to as 'you'.
6. **Dealer:** a bicycle dealer or repairer from the o2o partner network.
7. **Declaration of Receipt:** the declaration signed by the Cyclist upon receipt of the Bicycle from the Dealer.
8. **Discount Voucher due to Irreparable Damage:** A commercial gesture by o2o, as described in Article 4.5.
9. **Manufacturer's Warranty:** the statutory and any commercial warranty offered by the manufacturer/producer of the Bicycle or components.
10. **Rental Fee:** the rental price of the Bicycle.
11. **Rental Quote:** o2o's quote for the rental of the Bicycle confirmed by the Cyclist when ordering the Bicycle and accessories (may also form the annex to the Cyclist's employment contract).
12. **Theft:** theft of the complete Bicycle.
13. **Total Loss:** a situation in which the Bicycle is technically beyond repair or the cost of repair on the date of the claim would exceed the value of the Bicycle, as confirmed by the expert.
14. **Security Lock:** the bicycle lock specified on the Rental Quote. The Security Lock must be included in the Bicycle Contract. It must at least comply with the ART-2 standard or security level 10 or inspection level Sold Secure Diamond, be a chain or pliable, and be attached to the frame of the Bicycle (i.e. not to a wheel).
An electronic lock without two keys is not permitted.
15. **Value of the Bicycle:** the purchase value of the new Bicycle.