



# Bicycle Care Theft service

## **General Terms and Conditions**

What does o2o offer in the event of theft?

Valid from 08/09/2025

Has your Lease Bicycle been stolen - your trusty steel steed you depend on every day, come rain or shine? Not cool. You nevertheless locked the Bicycle and anchored it to a Bicycle storage area. But don't worry, thanks to our Bicycle Care Theft Service, you can rest assured and quickly choose a new Bicycle.

Are you leasing a bicycle from o2o? If so, the Bicycle Care Theft service service is part of your lease package. Has the Bicycle been stolen? If so, the damage may be covered under the protection provided by the Bicycle Care Theft service. In some cases, if requested by the employer, the Bicycle Care Theft service is not included and the employer provides its own insurance policy to cover theft.

The Bicycle Care Theft service is always subject to the terms conditions and restrictions set out in the current Bicycle Care Theft 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 list of definitions at the end of these General Terms and Conditions.

## 1. Duration of the Bicycle Care Theft service

The Bicycle Care Theft 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 Theft, this is the date on which a decision is made regarding the Theft file.

## 2. The Bicycle Care Theft Terms and Conditions

- 2.1. To be able to make use of the Bicycle Care Theft service:
  - the Bicycle Care Theft service must be active. You can check this in myo2o Biker by viewing *Your bicycle* under the heading *Your services*<sup>1</sup>.

<sup>&</sup>lt;sup>1</sup> In exceptional cases, the Bicycle Care Theft service may not be included in the employer's Bicycle Plan. In this case, however, the Cyclist can use the Bicycle Care Theft service by choosing this service and clearly and explicitly informing o2o when they enter into the Bicycle Contract. In such cases, the fee for Bicycle Care Theft service is included in the Rental Fee.

- you must meet all of the following cumulative conditions:
  - 1. **The bicycle is stolen**. o2o covers the Theft of all Accessories (loose and attached to the bicycle) on condition that the Bicycle has also been stolen. An exception is the Theft of the battery with clear evidence of Theft due to damage to the frame and/or Bicycle.
  - 2. **The Cyclist must always lock and Anchor the Bicycle with a Security Lock**. Purchasing a Security Lock in accordance with the terms and conditions must therefore be strictly included in the Bicycle Contract.

**Anchoring**: the situation where the Bicycle is locked with the Security Lock and secured by both wheel and frame to a fixed installation, both in publicly accessible places and in private areas that are accessible to third parties (other (authorised) persons), such as e.g. a shared garage in an apartment block.

In private, fully enclosed and covered areas which are not accessible to third parties, such as a private garage or the Cyclist's home, it is sufficient that the bicycle is locked and does not necessarily have to be anchored. Please note, in such cases the Cyclist can only use the Bicycle Care Theft service if intrusion marks can be proved, the necessary police reports can be produced and the intrusion marks are confirmed by the appointed expert.

## 3. The Cyclist must always be in possession of two Bicycle keys to the Security Lock.

- 4. **During the entire term of the Bicycle contract**, the Cyclist must fulfil all of the obligations listed below:
  - Provide all requested information and documents and follow instructions.
  - If the original Bicycle key(s) are lost during the Bicycle Contract, the Cyclist will have a duplicate Bicycle key made, through the manufacturer or Dealer. You use the lock code for this. The Cyclist also requests a declaration of loss from the police via an online report (Police on web). The Cyclist presents both proof of the duplicate and the declaration of loss, including the lock code, to o2o. You also submit this declaration of loss to the expert if the Bicycle is stolen. The Cyclist can only make duplicates of the Bicycle keys in the above circumstances (see the section 'Lost or broken your Bicycle key or Security Lock?').
  - If the Security Lock is lost during the Bicycle contract, you also request a declaration of loss from the police via an online report (<a href="Police on web">Police on web</a>). The Cyclist also provides this declaration of loss, including the lock code, to o2o. A new Security Lock must be purchased in accordance with the terms and conditions. The Cyclist must also send the invoice or proof of purchase of this lock with the new lock code to o2o (see section Lost or broken your Bicycle key or Security Lock?).
- 5. **If the Bicycle is stolen**, the Cyclist must do the following:

- Report the Theft to o2o via myo2o Biker within 2 calendar days of identifying
  the theft of the Bicycle, and send all relevant documents immediately to
  schade@vanbreda.be
  at receipt (see article 3 below).
- Report the Theft to the local police within 3 calendar days and have an official report drawn up detailing the facts (see Article 3 below).
- Send the official report to o2o and Vanbreda via schade@vanbreda.be.
- Give the **two Bicycle keys** to o2o or Vanbreda through the appointed expert.
- Provide proof that the Bicycle was Anchored with a Security Lock.
- 6. The Cyclist must inform o2o as soon as reasonably possible, preferably within a period of 2 calendar days (48h), if the stolen Bicycle is recovered (see article 7.2 below).
- 2.2. The Cyclist bears the burden of proof.

## 3. How do I invoke the Bicycle Care Theft service?

- 3.1. To benefit from the Bicycle Care Theft service, the Cyclist makes the following two declarations:
  - **Declaration to o2o**: within 2 calendar days of the Theft being identified in myo2o Biker (see article 3.2 for further instructions).
  - **Declaration to the police**: within 3 calendar days of the Theft being identified to the local police for the preparation of an official report detailing the facts (see article 3.3 for further instructions).
- 3.2. **Declaration to o2o**: simply follow the indicated steps in your myo2o Biker account under *Your bicycle* via Report damage or theft.

Provide o2o or the expert appointed by Vanbreda with all keys to the Security Lock and, if applicable, the battery of the Bicycle, if these are still in your possession. If you have not given the keys to the expert, send them to o2o at the address below, F.A.O. team Bicycle Services, **indicating** the **file number.** 

o2o Bicycle Leasing

F.A.O. team Bicycle Services

Burggravenlaan 31 bus 001

9000 Ghent

Are you sending the keys by post? Then put all the keys in a **padded envelope** and send them via **registered mail with tracking code**. Please also provide us with the tracking code and **photos of the package** and its **contents** to avoid any subsequent disputes. Otherwise, you run the risk of your file being rejected.

3.3. **Declaration to the police**: within 3 calendar days, you report to the local police to declare the theft, and have a police report drawn up detailing the facts of the theft. Have **at least** the following information included in the police report:

- The frame number of the Bicycle<sup>2</sup>.
- The Bicycle brand and model.
- The Bicycle lock code<sup>3</sup>.
- The fact that the Bicycle is owned by o2o BV with company number 0647.826.178 and registered office at Burggravenlaan 31, 9000 Ghent.
- A description of the circumstances, time, location, and how the Bicycle was secured.
- Other relevant information.

The Bicycle theft can also be reported digitally via <u>Police on Web</u> (under Theft and Damage - File a complaint).

You will receive a certificate of theft and a copy of the official report from the police. You send the copy of the official report to <a href="mailto:schade@vanbreda.be">schade@vanbreda.be</a> within 5 days after receiving it.

#### Comment:

You can report what has happened to o2o and to the police at the same time. Are any specific documents or details missing for a complete report in myo2o Biker? 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 documents for the theft file directly to schade@vanbreda.be.

To ensure correct and fast handling, o2o works with Vanbreda Risk & Benefits. The declaration made by the Cyclist in myo2o Biker is further handled by Vanbreda Risk & Benefits (as claims handler). Any questions or additional information regarding the declaration via myo2o Biker must therefore be addressed directly to <a href="mailto:schade@vanbreda.be">schade@vanbreda.be</a>.

## 4. Assessment of the Theft File

4.1. Upon receipt and examination of your complete file, we will verify that all Bicycle Care Theft conditions and obligations in the General Terms and Conditions are met. We will inform you whether you benefit from protection under the Bicycle Care Theft service.

#### • The Theft file has been approved:

Has the Theft file been approved? Then the Bicycle contract ends and so does your Rental fee. Moreover, in this case, o2o waives its right of recourse against the Cyclist in respect of the damage incurred as a result of the Theft. Finally, o2o will provide the Cyclist with additional assistance in searching for a new Bicycle with the Discount Voucher due to Theft (see article 4.4 below).

#### • The Theft file has been rejected:

On the date of rejection, the Bicycle contract and, consequently, your rental fee are terminated. o2o does not waive its right of recourse against the Cyclist in this case for any damage incurred as a result of the Theft. The Cyclist will therefore receive an invoice from o2o for the compensation of the damage to o2o resulting from the Theft.

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<sup>&</sup>lt;sup>2</sup> You can find this in myo2o Biker in the section *Your bicycle* under the heading *Your bicycle features*.

<sup>&</sup>lt;sup>3</sup> You can find this on your Bicycle lock or in myo2o Biker in the section Your bicycle under the heading Your bicycle features.

The compensation is calculated according to the rules of the early termination of the Bicycle contract with takeover of the Bicycle.

4.2. If the same Cyclist is the victim of two Thefts within a period of 3 years, o2o is entitled to refuse a new Bicycle contract to that Cyclist.

#### 4.3 Replacement bicycle

If the delivery of your new Bicycle after a Theft takes longer than 3 working days, from the declaration of Theft to o2o according to the envisaged procedure, it is possible to temporarily use a replacement Bicycle, provided the Dealer or Decathlon or Bike Republic has a replacement Bicycle available.

- 4.3.1. If the Theft File is approved, o2o intervenes in the cost of the replacement Bicycle, limited 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 costs, it is therefore best to ask your Dealer how long the delivery of your new Bicycle will take.

- 4.3.2. If the Theft File is rejected, o2o does not intervene in the cost of the replacement Bicycle and the full cost of the replacement Bicycle will be borne by the Cyclist.
- 4.3.3. More info regarding <u>Decathlon's Terms and Conditions</u> can be found here.
- 4.3.4. If the Bicycle is recovered after a Theft with damage before the approval or rejection of the file, and the repair takes longer than 3 working days, from the Dealer's delivery of the specifications, you can also request a replacement Bicycle.

#### 4.4 Discount Voucher due to Theft

- 4.4.1. If the Theft File is approved, o2o offers the Cyclist a Discount Voucher due to Theft for entering into a new Bicycle contract with o2o. This Discount Voucher due to Theft amounts to a reduction in the Rental Fee.
- 4.4.2. You use the Discount Voucher due to Theft within 6 months of the end of your terminated Bicycle contract. If your employer works with a cafeteria plan and you can only order your new Bicycle once a year, o2o will make an exception in this regard.
- 4.4.3. The value of the Discount Voucher due to Theft:

- If the Theft occurs **during** the first third of the Bicycle Contract period (1/3 period):
  - The Theft Discount Voucher is 75% of the already financed value of the stolen Bicycle, up to a maximum value of the list 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 Theft occurs **after** the first third of the Bicycle Contract period (1/3 period):
  - The Theft Discount Voucher is 50% of the already financed value of the stolen Bicycle, up to a maximum value of the list 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).
- 4.4.4. The Discount Voucher due to Theft 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.
- 4.4.5. A Discount Voucher due to Theft does not have any impact on the takeover price at the end of the Bicycle Contract with takeover of the Bicycle.

## 5. Context Bicycle Care Theft 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 cautious Cyclist can become the victim of Theft of the Bicycle and Accessories of o2o. That is why o2o offers the Bicycle Care Theft service as standard. If the Bicycle is stolen 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 incurred by the latter when the Bicycle and the Accessories are lost or are stolen.
- 5.3. If not all of the obligations and conditions laid down in these General Terms and Conditions have been fulfilled, o2o will not waive its right of recovery. This means that the Cyclist must compensate o2o for any damage incurred by o2o, in the event that the Bicycle and its Accessories are stolen. In such cases, o2o can recover the cost of the Theft of the Bicycle from the Cyclist.

## 6. Exclusions from the Bicycle Care Theft service

- 6.1. In the following cases, the Bicycle Care Theft service will never apply and o2o will retain the right of recourse against the Cyclist at all times:
  - 1. An attempted Theft. For this damage, the Cyclist may have recourse to the Bicycle Care Damage service if necessary.
  - 2. Theft if the Bicycle is not Anchored with the Security Lock included in the Rental Ouote.
  - 3. Theft of an Accessory without Theft of the Bicycle.
  - 4. Confiscation, forfeiture and any other occurrence of loss.
  - 5. Theft 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.
  - 6. Theft committed with the complicity of the Cyclist's spouse, person residing at the same address, relatives up to the fourth degree, employee of the Cyclist or a person to whom the Cyclist entrusted the Bicycle or the keys or coded card.
  - 7. Theft due to:
    - 7.1. Simply losing the keys or encrypted card.
    - 7.2. Leaving behind or forgetting a key or coded card of the Bicycle.
    - 7.3. Not activating the anti-theft device or anchoring it in accordance with the conditions.
  - 8. Theft due to abuse of trust.
  - 9. Theft due to vandalism.
  - 10. Theft of the battery only, unless there is clear evidence of Theft by damage to the frame and/or the Bicycle.
  - 11. Fraud on the part of the Cyclist in preparing the declaration, in filling in the questionnaires, (having) documents prepared or taking photographs.
  - 12. Theft of a wheel(s).
  - 13. The Bicycle has been recovered even before the approval or rejection of the Theft File.
  - 14. The Cyclist is only in possession of one Bicycle key of the Security Lock included in the Rental Quote.
- 6.2. o2o retains the right of recourse at all times for accessories which were not stolen together with the Bicycle and are not returned to o2o.
- 6.3. o2o also retains the right of recourse at all times for all damage that does not arise directly from the Theft.

## 7. Specificities

## 7.1. The Bicycle is recovered

- 7.1.1. When the **Bicycle** is **recovered**, the cyclist must always **immediately inform** o2o (e.g. even if the Theft File has already been approved), by e-mail, both to <a href="mailto:bicycleservices@o2o.be">bicycleservices@o2o.be</a> and <a href="mailto:schade@vanbreda.be">schade@vanbreda.be</a>.
- 7.1.2. Depending on when the Bicycle was recovered, there are different situations:
  - There is no approval or rejection of the Theft File yet: the Cyclist can no longer invoke the Bicycle Care Theft service and continues with the Bicycle Contract. If the Theft fell

under the terms and conditions of the Bicycle Care Theft service, the Cyclist can still have the Bicycle repaired under the terms and conditions of the Bicycle Care Damage service. In such cases, the Cyclist is also still entitled to a replacement Bicycle as described in the section *Replacement Bicycle*.

- The Theft File is approved: the Bicycle contract is concluded after the approval (see 4.1). The Cyclist delivers the recovered Bicycle to o2o.
- The Theft File is rejected and the Cyclist has already paid the compensation: the Bicycle contract is concluded after the rejection (see 4.1.). Since the compensation has been paid, the Cyclist becomes the owner of the recovered Bicycle.
- The Theft File is rejected and the Cyclist has not paid the compensation: the Bicycle contract is concluded after the rejection (see 4.1.). The Cyclist returns the recovered Bicycle to o2o, who remains the owner. If the Cyclist still pays the compensation, the Cyclist will become the owner of the recovered Bicycle.

## 7.2. Bicycle key or Security Lock lost or broken?

7.2.1. If one or both Bicycle Key(s) or the Security Lock is lost or damaged, the Cyclist must report the loss by going through the following steps.

#### 7.2.2. One bicycle key lost

#### Step 1: Online declaration to the police

- Make an online declaration via <u>Police on Web</u> (under 'Non-urgent declarations').
- Be sure to include the identification number of your key.
- You will receive a 'Declaration of Loss' which you then send to o2o (see step 3 below).

#### Step 2: Make a duplicate

Get a duplicate made as soon as possible from the manufacturer or Bicycle repair shop using your lock code<sup>4</sup>.

Always take the **engraved version of the duplicate**.

#### Step 3: Send it to o2o

Complete this form with the appropriate details and documents.

#### 7.2.3. Security Lock and/or both Bicycle keys lost

#### Step 1: Online declaration to the police

- Make an online declaration via <u>Police on Web</u> (under 'Non-urgent declarations').
- Be sure to include the identification number of your key/lock.
- You will receive a 'Declaration of Loss' which you then send to o2o (see step 3 below).

#### Step 2: Buy a new Security Lock

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<sup>&</sup>lt;sup>4</sup> You can find this on your Bicycle lock or in myo2o Biker in the section Your bicycle under the heading Your bicycle features.

Buy a new Security Lock. See the definition of Security Lock in the definition list to know what features this Security Lock must have.

#### Step 3: Send it to o2o

Complete this form with the appropriate details and documents.

**Tip**: You can also use your service budget to purchase a new lock and matching keys. <u>Please inform us</u> if you pay via your service budget when replacing the lock, so that it is correctly recorded in your file.

#### 7.2.4. Bicycle key(s) or security lock broken

#### Step 1: Is only one key broken and can the lock still be used?

- Have a duplicate made quickly at the manufacturer or bicycle repair shop.
- Use the lock code in myo2o Biker (under Your bicycle Your bicycle features).

#### Step 2: Is the bicycle lock broken and unusable?

Buy a new Security Lock. See the definition of Security Lock in the definition list to know what features this Security Lock must have.

#### Step 3: Send the information to o2o

Complete this form with the appropriate details and documents.

**Tip**: You can also use your service budget to purchase a new lock and matching keys. <u>Please inform us</u> if you pay via your service budget when replacing the lock, so that it is correctly recorded in your file.

## 7.3. Additional lock for Anchoring

7.3.1. If the Security Lock is not long enough to properly secure the bicycle (e.g. too short), a second Security Lock can be used, provided that this additional lock is registered with o2o.

- Register the additional lock at the start of the lease period and include it in the Rental Quote. Do you still need to sign a Bicycle contract? Then lease this second Security Lock with it and also put it on your Rental Quote. The additional second Security Lock must at least comply with the ART-2 standard or security level 10 or inspection level Sold Secure Diamond. The Cyclist must inform o2o of the lock/key code of both Security Locks.
- Register the additional lock during the lease period. Do you already have a Bicycle
  contract and can no longer modify the Rental Quote? You can still register a second
  Security Lock with o2o in that case. Send the proof of purchase with the make and
  type of this additional second safety lock and the lock/key code via this form to
  register your extra lock.

7.3.2. Please note. Did you purchase the additional second lock privately or via the service budget, and has it not been registered? Then this lock will not be protected under the Bicycle Care Theft.

7.3.3. In the event of Theft, the Cyclist must also be able to produce the two keys of both Security Locks (i.e. four (4) keys in total), even if the second Security Lock was purchased privately or via Service Budget.

7.3.4. The Bicycle must always be locked and secured with at least one of the Security Locks, the code for which is included in the Bicycle contract. The registered lock/key information can be found in myo2o Biker under *Your Bicycle - Your bicycle features*. As a Cyclist, you are responsible for ensuring that o2o has the correct information in good time. Check that the lock/key information is always up to date and correct, and provide o2o with the proof of purchase with the new lock/key information via <a href="this form">this form</a>.

## 8. Disputes and applicable law

This Bicycle Care Theft 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: <a href="mailto:bikeservices@o2o.be">bikeservices@o2o.be</a>).

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.

#### 9. 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 file manager and o2o reserve the right to have the fraudulent Cyclist prosecuted by the competent courts.

## 10. 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**

- 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. **Anchoring**: the situation where the Bicycle is locked with the Safety Lock in the manner defined in article 2.1. of these General Terms and Conditions.
- 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. **Discount Voucher due to Theft:** a commercial gesture by o2o, as described in Article 4.4
- 8. **Rental Fee**: the rental price of the Bicycle.
- 9. **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).
- 10. 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 2 keys is not permitted.
- 11. **Theft**: theft of the complete Bicycle.
- 12. Value of the Bicycle: the purchase value of the new Bicycle.