

BikeFinder sykkelforsikring

Forsikringsvilkår nr. 0384–1

Avtalegrunnlag

The insurance consists of the insurance certificate, any policy supplements and the insurance conditions provided by BikeFinder in connection with the subscription of a BikeFinder subscription. For the insurance, the Act relating to insurance agreements (FAL) applies, and other laws to the extent that these are not waived in the terms and conditions.

About the agreement

This insurance is given to holders of a BikeFinder subscription. It is not possible to opt out of participation in the insurance. Terms and conditions for prize setting are negotiated by BikeFinder.

Rules for collective insurance agreement - FAL § 9-2 and 19-2

The insurance is only available to holders of a BikeFinder subscription. BikeFinder keeps a list of the members/subscriber holders and pays the insurance premium to Tryg. The applicable terms and other material information about the insurance will beavailable at all times on bikefinder's website or app. If the insurance relationship is terminated, the insurance will only apply to damages that occur before the termination date of the insurance. Damages that occur after the termination date must be reported to the new insurer.

# Who is the policyholder

The policyholder is BikeFinder AS, Kvitsøygata 30, 4014 Stavanger, Norway, org.nr. 915 694 608. (hereinafter referred to as "BikeFinder").

# Who the insurance applies to

1. The insurance applies to BikeFinder's customers who have an active BikeFinder subscription.
2. It is a requirement that the insured is a permanent resident of Norway.

# Where the insurance applies

The insurance applies regardless of where in the world the bike is located in the event of injury, but claims treatment and compensation only take place in the Nordic countries.

# What is insured

1. The insurance applies

The insurance applies to the bike registered on your BikeFinder subscription.

1. The insurance does not apply
   * Motor vehicles, with registration requirements or designed to reach speeds above 25 km/h.
   * Bicycle (including mounted cycling equipment) with a value in excess of NOK 130,000 .

# When the insurance applies

1. The insurance applies to the period specified on the insurance policy.
2. The insurance applies on the condition that the BikeFinder subscription is active and paid.

# Deductible

The insurance applies without excess.

# Highest amount of compensation

1. The highest amount of compensation is selected and registered in your BikeFinder subscription, which also constitutes the highest value of the bike.
2. However, the maximum amount of compensation cannot exceed the maximum value specified in the BikeFinder subscription, but the maximum amount of compensation is $13,000 per bike.

# What damages and losses are covered by the insurance

1. The insurance applies
   * Theft after burglary

The insurance applies to theft from a building or premises locked with locks, locking unit parts and Class 3 or higher reinforcement fittings (in accordance with the insurers' lock and fitting approval scheme). Furthermore, exterior doors and other openings should be completely closed and locked. For windows and the like, it also applies that they should be completely closed with associated hashes. Windows that are open are not considered locked even if burglar protection is installed. It is also a requirement that there shouldbe visible signs of damage caused by violence or tools.

* + Robbery and theft

The insurance applies to theft of or if you are robbed on the insured bike. By robbery, we mean theft and/or damage to your property, where the perpetrator uses, or threatens to use, violence to acquire your bike. By theft, we mean that the theft of your bike is carried out in your immediate vicinity and in such a way that you immediately perceived the theft.

* + Theft and damage to a locked bike

The insurance applies to theft of a locked bike/e-bike, as well as damage that has occurred in connection with the theft or attempted theft. It is a requirement that the bike is locked with an approved lock, alternatively with an approved padlock with a Class 2 chain. By approved bike lock we mean locks that meet the requirements in accordance with regulations SSF 011, alternatively the regulations SSFN 014 and SSFN 022 for padlocks with chains. In connection with the damage report, you must be able to prove that the bike locks used were an approved bicycle lock.

1. The insurance does not apply
   * Theft or damage arising in connection with rental.
   * Damage or theft resulting from embezzlement or unlawful possession. This means that the bike is handed over to another person on the condition that the bike is returned , and that the person instead keeps, sells or gives it away. An example is whether you let another person test drive or borrow the bike, and they don't return it.
   * Damage or theft as a result of fraud.
   * Theft of a bicycle if the BikeFinder is not activated or if the battery level is below 20%.
   * Theft of bicycle if the BikeFinder is not mounted or is incorrectly mounted on the bike.
   * Damage that consists in or is resulting from: age change, color or shape change, abolishg, abrasion, mold, coating or poor maintenance or other damage that does not affect the functioning of the bike, e.g. scratches on the upper or side surfaces of the bike.
   * Loss of or damage to software or data on the BikeFinder device.
   * Loss of bike due to being misadded or lost.
   * Theft committed by a family member, tenant, landlord and the like.
   * Damage caused intentionally or through gross negligence.
   * All types of damage to batteries, unless the damage is a consequential injury in the theft of a locked bike.
   * Damages covered by a warranty and/or service agreement or where warranty may apply .
2. Safety measure

In order for compensation to be awarded, the following requirements must be met:

1. follow the manufacturer's instructions for assembly, use, care and maintenance
2. you will use the product appropriately
3. you will handle the bike in such a way that damage, to the extent possible, can be avoided, e.g. the transport instructions in the instruction manual/instruction book must be followed
4. you shall take care of the insured bike with normal care so that damage, to the extent possible, can be prevented, e.g. the insured bike should not be subjected to situations where therisk of injury is obvious
5. The BikeFinder should be charged, activated and mounted according to the manufacturer's instructions and instructions for use
6. Reduction or lapse of compensation

If the safety measures in section 3 are not followed, the compensation may lapse in whole or in part as follows:

1. In the event of gross or serious negligence, the compensation may lapse in its entirety (compensation may be reduced by 100%).
2. If you have failed to follow the safety measures in section 3, the compensation may be reduced. The reduction is judged according to the circumstances.

# How do we replace

1. Calculation of the bike's value
   * The replacement can max. the purchase price indicated on the proof of purchase/invoice.
   * The compensation cannot exceed the amount of insurance stated in the BikeFinder subscription.
   * If the bike is purchased abroad, we will replace the maximum purchase price abroad at the time of damage with the addition of any customs duties paid to the Customs Service, unless the bike can be purchased at a lower price in Norway.
2. Rules for compensation

We have the right to decide whether an injury should be replaced by repair, re-acquisition or cash as shown below.

1. Repair

We can choose to replace the repair costs.

1. Gjenanskaffelse

If a repair cannot be carried out on the bike, or if the bike has been stolen, we will replace it with a bicycle of the same model and brand. If it is not possible to acquire such a bike, we will replace it with a bicycle that, to the greatest extent possible, corresponds to your bike's technical specifications, but at most with the value of the bike specified in the proof of purchase/invoice.

1. Kontanterstatning – totalskade

If we cannot provide a technically equivalent bike, or if due to deduction of compensation we cannot deliver a technically equivalent bike, we may pay out our compensation in the form of a gift card that can be used at a bicycle supplier chosen by us. The value of the gift card corresponds to what we should have replaced in the event of a re-acquisition with any deductions, e.g. age deduction (see the depreciation table in section "How do we replace" under section 1).

1. Recovered bike

If we have replaced a bike s if later is found again, you can keep the bike that has been recovered provided that you repay the replacement bike/ return the replacement bike to us. If not, the ownership of the bike that has been recovered will accrue to us.

1. Documentation
   * In the event of injury or damage to the insured bike, you shall be able to prove the claim for compensation. If you are unable to prove or document the claim for damages, we may reject the claim altogether or determine the size of the compensation at our sole discretion.
   * In the event of theft, robbery, loss or vandalism, you shall:
     1. Police report the incident and send us documentation of this. You will participate in the police investigation by providing them with all relevant information.
     2. To send us proof that the bike was locked with an approved lock, alternatively with an approved padlock with a Class 2 chain, bicycle information such as frame/production number and other relevant dokumentation for the damage management.

# In case of damage

1. Skademelding

Damage report must be sent to BikeFinder via either BikeFinder's website [www.bikefinder.com](http://www.bikefinder.com/) or via the BikeFinder app. You should click on the "Report theft" button to submit a damage report.

You shall without undue delay report the damage to BikeFinder in the manner specified above and within the deadlines set out in the section "Other" under section "Obsolescence".

1. Help from BikeFinders
   * After the damage report is filled in, the BikeFinder team will help you further in the process of tracking down the bike.
   * BikeFinder will first start by trying to recover the bike and/or contact the police.
   * If BikeFinder cannot recover the bike, the insurance will replace it in accordance with the insurance conditions.
2. Limit or avert a damage
   * You shall, to the extent possible, attempt to limit damage that has already occurred or avert damage that is suspected may occur immediately. We may take action for the same purpose. If you intentionally or in the event of gross negligence set aside your ability to limit the damage, the compensation may be reduced or excluded altogether.
   * The insurance replaces for damage that occurs on the insured bike in connection with taking proper rescue measures to avert a suspected immediate threatening injury.
   * In connection with the replacement of damages, in addition to the amount of compensation, reasonable and necessary additional costs for limitation or averting damage.
3. Repair of an injury – only if agreed with us

Repair of an injury, removal or destruction of the damaged shall only take place if agreed with us. Provisional repairs, on the other hand, can be carried out if necessary to prevent serious consequential damage. The policyholder shall retain the replacedparts until the damages case is fully settled.

1. Compensation payout

The compensation is paid to the policyholder specified on the policy and to the account they specify. The policyholder shall be the account holder of the specified account.

# Insurance period and termination

1. Forsikringsperiode

The insurance applies to the period specified on the policy.

1. The Insurance's Commencement

The insurance will take effect when the insurance premium has been paid to BikeFinder.

1. Termination of insurance
   * The insurance ceases to apply at the end of the insurance period.
   * The insurance applies in parallel with your BikeFinder subscription. If you cancel your BikeFinder subscription, the insurance will apply up to and how the BikeFinder subscription is valid.
2. Dismissal

Your right to terminate your insurance

* + The insurance applies in parallel with your BikeFinder subscription and if you want to increase your insurance, you must also cancel your BikeFinder subscription. If you cancel your BikeFinder subscription, the insurance will apply up to and down to the date to which the BikeFinder subscription applies. Contact BikeFinder for the notification rules that apply tothe subscriber.

Our right to terminate insurance

We may terminate the insurance during the insurance period if:

* + - incorrect or incomplete information about the risk has been provided. The notice period is then 14 days. See Section 4-3 of the Insurance Contracts Act.
    - the deceitful is given incorrect or incomplete information about the risk. The insurance can then be terminated with immediate effect. See Section 4-3 of the Insurance Contracts Act.
    - there is a betrayal in connection with the damage settlement. The notice period is then 1 week. See Section 8-1 of the Insurance Contracts Act.
    - there are breaches of safety regulations or other liabilitythat limiting conditions and termination is reasonable. The notice period is then 2 months. See Section 3-7 of the Insurance Contracts Act.
    - the agreement between BikeFinder and Tryg is terminated. The notice period is then 6 months.
    - agreed premium has not been paid to us by BikeFinder, to terminate the insurance, which means that the insurance coverage for you and all BikeFinder customers ceases to apply.

# Duty to report risk increase

You shall, without undue delay, notify BikeFinder of a relationship specified in the insurance agreement that is of material importance to the risk.

A risk increase should be reported:

* + - if you , as the bike owner , move to another country
    - if the bike's value rises and thus needs to be placed in another prize group, or if it exceeds the maximum amount of compensation

After notification of a risk increase, we make a risk assessment whether the insurance can continue to apply, and if so, on what terms. Failure to notify of a risk increase may lead tothe cancellation of insurance compensation. In more severe cases, the replacement may be completely missed.

# Exceptions and limitations

Atomskader

The insurance does not apply to damage to property or to liability if the damage was directly or indirectly caused by the nuclear process.

Force majeure

The insurance does not apply to losses arising if damages investigations, repair measures or payment of compensation are delayed due to war, war-like events, civil war, revolt or rebellion or due to state intervention, strike, lockout, blockade or similar event.

War casualties

The insurance does not apply to damages related to war, war-like events, civil war, revolution or rebellion.

Government intervention

The insurance does not apply to damage that occurs or whose scope is directly or indirectly caused by or in connection with the authorities' intervention.

Illegal action

The insurance does not apply in the event of damage due to unlawful action by the insured, his or her beneficiary or heir.

Sanksjonsbestemmelse

Social Security cannot provide cover or pay compensation or other benefits if this may result in Tryg acting in violation of, or subjecting Tryg to bans, restrictions or sanctions adopted by the United Nations bodies. The same applies totrade or economic sanctions, laws or directives adopted by the EU, UK, or US. This limitation cannot be waived by agreement

Terrorist

The insurance does not apply to harm in the spread of biological, chemical ornuclear substances in connection with an act of terrorism. Terrorism is an act, including, but not limited to, the use of force or violence and/or threat of the same, by person or group (groups), whether acting alone or on ourown by others or in connection with an organization (organizations) or government (governments), for political, religious, ideological or ethnic purposes including the intent to influence governments and/or put the general public, or any of thegeneral public, in fear.

# Other

Other agreement or warranty

The insurance does not apply to damage for which the supplier or others are liable under law, warranty or similar obligation. However, the insurance applies if you can show that the person who has committed is unable to fulfil this.

Payment of the insurance

The prizes are agreed between us and BikeFinder and are fixed in accordance with our tariff. You pay the premium to BikeFinder in accordance with the subscription agreement signed between you as an policyholder and BikeFinder. We have the right, in cases where the agreed premium has not been paid to us by BikeFinder, to terminate the insurance, which means that insurance coveragefor all BikeFinder customers ceases to apply.

Dobbelforsikring

If the same interest has been insured against the same danger at several companies, each company is liable against the insured as if that company alone had provided insurance. Meanwhile, you are not entitled to higher compensation from the companies than is equivalent to the damages. If the sum of the liability amounts exceeds the damage, the liability between the companies is distributed according to the ratio of the liability amounts.

The Insurance Contracts Act and Norwegian law

For this insurance, Norwegian law and other provisions of the Act relating to insurance agreements (FAL) apply.

Forsikringsgiver

The insurer is Moderna Försäkringar, org.nr 516403–8662, branch to Tryg Forsikring A/S Danmark, [www.tryg.dk,](http://www.tryg.dk/) CVR no. 24 260 666.

Foreldelse

Anyone who wants insurance compensation or other insurance coverage must appeal within ten years from the time the relationship entered into as per the insurance agreement, qualifyfor such coverage.

If the person who wants insurance coverage has submitted the claim to the insurance company within the time specified in the first subsection, the deadline for appealing is always at least six months after the company has declared that it has made a final decisionon the claim. If no appeal is made in accordance with the deadlines set out above, the right to insurance coverage will be lost.

FOSS - damage detection

We have, if desired, the right to register all damages reported in connection with this insurance in the insurance companies' central injury register, FOSS. The registry is used only for claims management purposes.

Guarantee scheme for non-life insurance

As a branch of Tryg Forsikring A/S, Denmark, Tryg is covered by the guarantee scheme that applies to insurance companies that offer non-life insurance in Norway. See the Regulations relating to the Guarantee Scheme for Non-Life insurance of 22.12.2006.

Identification - meaning of other people's actions

Identification means that actions and omissions by others will have the same effect on the rights of the secured as if they were carried out by the secured themselves. See Section 4-11 of the Insurance Contracts Act. Those identified with secured persons are spouses who live with securede or persons with whom the secured live together in a permanently established relationship.

Regress

If there are several people responsible for the secured's damages, Tryg takes over the right to compensation for the amount secured has been paid from Tryg.

Renter

The hedged is entitled to interest in accordance with Section 8-4 of the Insurance Contracts Act. Tryg calculates interest on the compensation when it has been 2 months after notification of the insurance case has been sent to Tryg. If the secured/insured fails to provide information or disclose documents in accordance with Section 8-1 of the Insurance Contracts Act, he or she cannot claim interest for the time lost in this case. The same applies if the secured unfairly rejects full or partial settlement.

Currency

Unless otherwise stated in terms or policy, all amounts in Norwegian kroner (NOK) are calculated.

This applies to prices, insurance sums, compensation amounts and any other costs a result of the insurance agreement.

Vinningsforbud

The insurance shall not result in a gain. Social Security replaces, within the insurance agreement, the loss suffered . The size of the insurance price is not decisive for the insured thing or the value of interest.

# Privacy

Your personal data is processed in accordance with the EU General Data Protection Regulation and supplementary Swedish data protection legislation. The personal data processed are, for example, name, address, social security number, financial conditions, payment information, health condition, other information that the company needs for subscription of insurance, renewal or endring of insurance or other insurance administration, as well as information provided in connection with claims management, etc.

Information may for said purposes be disclosed to partners in and outside the EU and EEA, insurance intermediaries or other companies in the Group. According to law, the information may also be disclosed to authorities. Complete information about the processing of personal data can be found in our privacy policy on [www.trygghetsavtale.com/GDPR.](http://www.trygghetsavtale.com/GDPR)

Moderna Försäkringar, branch of Tryg Forsikring A/S, is the data controller. You have the right to know how your data is processed by us and obtain an excerpt about this (register excerpt). You also have the right to have incorrect information corrected or deleted in certain cases. You may also require that the handling be restricted or object to the handling of your data and require that the information you have provided to us be moved to others (as well asall data portability). You can contact us by writing to [dataskydd@modernaforsakringar.se](mailto:dataskydd@modernaforsakringar.se) or to Moderna Försäkringar, Dataskyddsombud, Box 7830, 103 98 Stockholm. By contacting us, you can also request that the Privacy Policy be sent by post to you and notify us that your personal data will not be used for direct marketing purposes.

# If you do not agree with us

Our goal is satisfied customers, and it is valuable for us to be able to take part in your views, regardless of whether you are satisfied or consider that there are areas where we can improve. Our hope is that your case can be solved through a dialogue between us.

If you disagree with our decision in an insurance case, we would like you to first contact the social security department that has handled your insurance case by sending an e-mail to [affinity@tryg.no.](mailto:affinity@tryg.no)

If you are still not satisfied with the decision after your inquiry to the department, you can direct your complaint to the Quality Department in Tryg. Complaints can be reported electronically at: [www.tryg.no/meld-](http://www.tryg.no/meld-) damage/complaints opportunities orlaughing by letter to: Tryg Forsikring, v/ Quality Department, P.O. Box 7070, 5020 Bergen.

You also have the right to lodge a complaint with the Financial Complaints Board. The address of the Financial Complaints Board is: Finansklagenemnda, Postboks 53, Skøyen, 0212 Oslo, e-mail: [firmapost@finkn.no.](mailto:firmapost@finkn.no) If we have not fulfilled our obligations under the insurance agreement, that agreement may apply, request correction by explaining his or her case in a letter to us and asking us for our statement.

It is also good to have their rights under the insurance terms tried by bringing the case to court. See Section 20-1 of the Insurance Agreements Act.

# Supervisory authority

Tryg (Moderna Försäkringar) is supervised by the Danish Financial Supervisory Authority and Finansinspektionen in Sweden.



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