

This is a simplified English version of the insurance information document. Please refer to the versions in local language which are the prevailing and legally valid documents per country.

## General Third Party Liability Insurance for the time of use of a Superpedestrian Unit

Insurance Product Information Document (IPID)

Company: AWP P&C S.A.

Registered in France under R.C.S. Bobigny with no. 519 490 080. Registered office in Saint-Ouen (France).

Signed by: AWP P&C S.A., Dutch Branch

Registered in the Netherlands with No° 33094603. Registered office Poeldijkstraat 4, Amsterdam, 1059 VM (Netherlands).

Product: General Third Party Liability Insurance  
(01.01.2023 – 31.12.2023)

This Insurance Product Information Document (IPID) provides a summary of key information about the General Third Party Liability Insurance policy ("Policy"). It is therefore **not complete**. Full information about the Policy is provided in the documents relating to the insurance contract. The terms used in this summary shall have the same meaning as in the Insurance Term and Conditions. For easier reading, they are formatted with capital letters. In addition to this IPID, We have also enclosed a copy of the Insurance Terms and Conditions and Allianz' Privacy Notice. Please read all documents so that You are fully informed.

### What is this type of Insurance?

The Policy is a General Third Party Liability Insurance Policy for individuals who: (A) rent a Superpedestrian Unit through the Superpedestrian Application; or (B) use a Superpedestrian Unit with the explicit consent of a registered user of the Superpedestrian Application (both are referred to here as Beneficiaries or Beneficiary). Insurance cover under this Policy is only provided if no statutory motor third party liability insurance for the respective Superpedestrian Unit in Beneficiary's country exists. The Policy also provides cover for the Local Policyholder.



#### What is insured?

The General Third Party Liability Insurance Policy provides indemnity for sums a Beneficiary may become legally liable to pay for :

- ✓ Damages arising directly from an Accident caused by the Beneficiary
- ✓ Legal Costs arising directly from an Accident (our prior written consent is required)

#### Who is insured?

- ✓ An individual who is registered to the Superpedestrian Application and rents a Superpedestrian Unit for personal transportation purposes.
- ✓ An individual who uses a Superpedestrian Unit with the explicit consent of a user registered to the Superpedestrian Application.



#### What is not insured?

- ✗ Incidents arising from the Unauthorised Use of a Superpedestrian Unit including improper use of a Customer's log-in credentials or Commercial Use of the Superpedestrian Unit
- ✗ Any use of a Superpedestrian Unit because of the consumption of alcohol above the legal maximum limit or non-prescribed medicine or drugs
- ✗ Damage to Property (including vehicles):
  - (i) owned or rented by a Beneficiary;
  - (ii) loaned or rented to a Beneficiary; and/or
  - (iii) in the care, custody or control of a Beneficiary
- ✗ Damage to Property of, or Bodily Injury to, Passengers carried by You on the Superpedestrian Unit

In all cases, the individual user must be of the minimum age required by local laws or regulations to ride the Superpedestrian Unit in that Territory, but is at least of the legal age of majority in the respective Territory.

- ✓ Local Policyholder

### Insured sum

- ✓ EUR 1,000,000 per accident with a maximum of EUR 3,000,000 for any one Insurance Period for all Territories under this Policy in Europe (or the equivalent amount in local currency (see local documents)). In Malaga, the limit is EUR 1,500,000 per accident and maximum EUR 3,000,000 per Insurance Period.

- ✗ Damages caused when riding a Superpedestrian Unit in connection with passengers or animals
- ✗ Claims caused by wilful or malicious acts
- ✗ Any liability in connection with Data and Cyber Claims
- ✗ Any liability in connection with Terrorism
- ✗ Any contractual liability unless You would have had the same liability had You not entered into the contract or agreement
- ✗ Any liability resulting from, arising out of or relating to any Pandemic outbreak including the Covid-19 virus
- ✗ Any liability resulting from, arising out of or relating to the consumption of alcohol above the legal maximum limit or non-prescribed medicine or drugs



### Are there any restrictions on cover?

- ! If You do not tell Us about any other insurance that wholly or in part covering the risk when notifying Us of a claim then it will release Us of Our obligations under this Policy.



### Where am I covered?



The insurance is valid in the country in which the Superpedestrian Unit is rented.



### What are my obligations?

- You must comply with the Insurance Terms and Conditions.
- In the event of an insured event, You must,
  - inform Us without delay of the Damage
  - take reasonable precautions to prevent and minimise any financial loss which might be caused as a result of the Accident;



### When and how do I pay?

Superpedestrian pays the insurance premium. There is no additional charge for You



**When does the contract start and when does it end?**

The cover starts when You start a rental of a Superpedestrian Unit through the Superpedestrian Application and ends with the end of such rental.



**How do I cancel the contract?**

You cannot withdraw from the Insurance, it is an integral part of the Superpedestrian rental offer.

## Important Information about the Insurance Policy

Superpedestrian (Superpedestrian Inc.) has purchased insurance coverage to protect the rider during the use of the Superpedestrian Units. Superpedestrian (Superpedestrian Inc.) is the Policyholder and pays the premium to the Insurer. The policy is active in the following countries and cities:

<b>Country</b>	<b>City</b>
Italy	Whole country
Portugal	Whole country
Spain	Alcala de Henares
Spain	El Puerto de Santa Maria
Spain	Velez-Malaga
Spain	Malaga
Spain	Villaviciosa de Odon
Spain	Zaragoza
Spain	Alcobendas
Spain	Granada
Spain	Chipiona

## **YOUR INSURANCE**

### **General Third Party Liability Insurance**

You are insured for damages which results in Bodily Injury to, or Damage to Property of, a third party during the use of a Superpedestrian Unit. Insurance cover under this Policy is only provided if no statutory motor third party liability

insurance for the respective Superpedestrian Unit in country of rental exists. The insurance is limited to a maximum indemnity of EUR 1,000,000 per accident with a maximum of EUR 3,000,000 for any one Insurance Period for all Territories under this Policy in Europe (or the equivalent amount in local currency (see local documents)). In Malaga, the limit is EUR 1,500,000 per accident and maximum EUR 3,000,000 per Insurance Period.

## **IN CASE OF AN ACCIDENT**

### **What do You have to do in every claim?**

You must take reasonable precautions to prevent and minimize loss or damage. You must also provide proof in support of the claim. For this reason, please always secure suitable evidence of the occurrence of the damage (e.g. damage confirmation, attestation) and the extent of the damage.

Please notify Your damage quickly through the Superpedestrian Application or through [incidents@superpedestrian.com](mailto:incidents@superpedestrian.com). The Policyholder will forward the claim to Us including relevant rental data and We will reach out to You for further instructions.

### **Applicable Law**

The Policy is governed by the law of the country of rental, unless this is precluded by international law. The Policyholder or the Beneficiary may bring an action under the Policy before the court at the registered office or branch of the Insurer. If the Policyholder or Beneficiary is a natural person, legal action may also be brought in the court in whose district the Policyholder or insured person has his place of residence at the time the action is brought or, if no place of residence exists, his habitual residence.

## **IMPORTANT NOTES**

AWP P&C S.A. – Dutch Branch, is a Dutch branch of AWP P&C S.A, which has its registered office in Saint-Ouen, France and is part of Allianz Partners Group. AWP P&C S.A., Dutch branch is registered at the Netherlands Authority for the Financial Markets (AFM) and is authorised by L’Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France to provide insurance products and services on a cross-border basis.

### **AWP P&C S.A. – Dutch Branch**

Poeldijkstraat 4

Amsterdam

Netherlands - 1059 VM

Corporate Identification No° 33094603

### **AWP P&C S.A.**

Public limited company under French law/  
Registered Office: Saint-Ouen (France)

Commercial Register: R.C.S. Bobigny  
No° 519 490 080

## **COMPLAINTS**

### **Complaint possibilities**

Our goal is to offer first-class services.

It is also important to Us to respond to Your concerns. Should You ever be dissatisfied with Our products or Our service, please let Us know directly.

#### **Ombudsman**

If You are not satisfied with the solution You may have a right to submit the complaint to La Médiation de l’Assurance ([www.mediation-assurance.org](http://www.mediation-assurance.org)) at LMA, TSA 50110, 75441 Paris, Cedex 09, France.

Alternatively You may have right to submit the complaint to the financial services dispute resolution service in Your Country of Residence. Please refer to:

[The European overview website](#)

#### **National Supervisory Authority**

For complaints from all lines of insurance, You can contact

- the Supervisory Authority responsible for Us, L’Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 (<https://acpr.banque-france.fr/en>)
- or Your national Supervisory Authority: [https://www.eiopa.europa.eu/register-licensed-insurance-undertakings\\_en](https://www.eiopa.europa.eu/register-licensed-insurance-undertakings_en)

<b>Country</b>	<b>Website</b>	
Austria:	<a href="https://www.fma.gv.at/">https://www.fma.gv.at/</a> <b>Financial Market Authority</b> Otto-Wagner-Platz 5 A-1090 Wien	Hungary: <a href="https://www.mnb.hu/en/">https://www.mnb.hu/en/</a> <b>Magyar Nemzeti Bank</b> 1054 Budapest, Szabadság tér 9. 1850 Budapest
Belgium:	<a href="https://www.fsma.be/en">https://www.fsma.be/en</a> <b>Financial Services and Markets Authority</b> Rue du Congrès/ Congresstraat 12-14, 1000 Brussels	Italy: <a href="https://www.ivass.it/">https://www.ivass.it/</a> <b>Institute for insurance supervision</b> Servizio Tutela del Consumatore Via del Quirinale, 21 00187 Roma
Bulgaria:	<a href="https://www.fsc.bg">https://www.fsc.bg</a> <b>Financial Supervision Commission</b> 16 Budapeshta str. 1000 Sofia	Norway: <a href="https://www.finanstilsynet.no">https://www.finanstilsynet.no</a> <b>Finanstilsynet Financial Supervisory Authority</b> Revierstredet 3, P.O. Box 1187 Sentrum NO-0107 Oslo
Czech Republic:	<a href="https://www.cnb.cz/cs/">https://www.cnb.cz/cs/</a> <b>Česká národní banka</b> Na Příkopě 864/28 115 03 Praha 1	Poland: <a href="https://www.knf.gov.pl/en/">https://www.knf.gov.pl/en/</a> <b>Komisja Nadzoru Finansowego</b> ul. Piękna 20 skr. poczt. 419 00-549 Warsaw
Denmark:	<a href="https://virksomhedsregister.finanstilsynet.dk">https://virksomhedsregister.finanstilsynet.dk</a> <b>Finanstilsynet</b> Århusgade 110 2100 København Ø	Portugal: <a href="https://www.asf.com.pt/">https://www.asf.com.pt/</a> <b>Autoridade de Supervisão de Seguros e Fundos de Pensões</b> Av. da República 76, 1600-205 Lisboa
Finland:	<a href="https://www.finanssivalvonta.fi/">https://www.finanssivalvonta.fi/</a> <b>Finanssivalvonta</b> P.O. Box 103 00101 Helsinki	Romania: <a href="https://asfromania.ro/">https://asfromania.ro/</a> <b>Insurance Supervisory Commission</b> Splaiul Independenței No. 15 District 5 Postal Code 05009 Bucharest
France:	<a href="https://acpr.banque-france.fr/en">https://acpr.banque-france.fr/en</a> <b>L'Autorité de Contrôle Prudentiel et de Résolution</b> 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09	Spain: <a href="http://www.dgsfp.mineco.es/">http://www.dgsfp.mineco.es/</a> <b>Dirección General de Seguros y Fondos de Pensiones</b> Avenida del General Perón, 38 28020 Madrid
Germany:	<a href="https://www.bafin.de">https://www.bafin.de</a> <b>Bundesanstalt für Finanzdienstleistungsaufsicht</b> Marie-Curie-Str. 24-28 60439 Frankfurt am Main	Sweden: <a href="https://www.fi.se/">https://www.fi.se/</a> <b>Finansinspektionen</b> Box 7821 103 97 Stockholm
Greece:	<a href="https://www.bankofgreece.gr">https://www.bankofgreece.gr</a> <b>Bank of Greece</b> 21 Eι. Venizelos Str. GR 102 50 Athens	UK: <a href="https://www.fca.org.uk/">https://www.fca.org.uk/</a> <b>FCA Head Office</b> 12 Endeavour Square London E20 1JN

## INSURANCE TERMS AND CONDITIONS

### Applicable terms & conditions:

#### General Information

AWP P&C S.A. – Dutch Branch with registered office in the Netherlands (hereinafter “**Insurer**”) provides insurance coverage subject to the terms and conditions set out herein. Some words and phrases have specific meanings and are defined herein. For easier reading, they are formatted with capital letters.

#### B. Definitions

The following definitions are applicable to the **Policy**:

“**Local Policyholder**”: The Local Policyholder per Territory is defined in the following table

Local Policyholder	Address	Country
Link Your City Italia S.r.l.	Corso Re Umberto 7 CAP 10121 Torino, Italy	Italy
Superpedestrian Portugal Unipessoal, Lda	Rua Tomás Ribeiro nº 6 1º Esq 1050-229 Lisbon, Portugal	Portugal
Superpedestrian Spain S.L.	C Balmes, Num. 76 Planta Pra Puerta 1ª 08007 Barcelona, Spain	Spain

“**Accident**” means a sudden event neither expected nor intended by (i) the Beneficiary or (ii) in case of a Superpedestrian Property Claim only, the Local Policyholder, and which first occurred or commenced at an identifiable specific time during a Covered Period which results in Bodily Injury to, or Damage to Property of, a third party or third parties.

“**Beneficiary**” or “**Beneficiaries**” shall mean

- (i) an individual Customer(s), who (A) rents a Superpedestrian Unit for personal transportation purposes in a Territory pursuant to the local Rental Agreement; and (B) is of the minimum age required by local laws or regulations to ride the Superpedestrian Unit in that Territory, but is at least of the legal age of majority in the respective Territory; and
- (ii) any other Permitted User.

“**Bodily Injury**” shall mean physical injury or the death of any human person. It shall not include any mental injury, shock or anguish.

“**Claim**” shall mean a written demand for monetary compensation by a third party against a Beneficiary relating to an Accident.

“**Commercial Use**” shall mean the use of a Superpedestrian Unit for purposes relating to a Beneficiary's trade, business, craft or profession. For the avoidance of doubt, Commercial Use shall not include commuting between a Beneficiary's residence and place of work.

“**Covered Period**” shall mean the period of time from when a Beneficiary unlocks a Superpedestrian Unit until the Beneficiary locks the Superpedestrian Unit in accordance with the instructions in the Superpedestrian Application, or otherwise completes the use of the Superpedestrian Unit, whichever is the earliest.

“**Customer**” means any natural person who is registered to the Superpedestrian Application.

“**Damages**” shall mean a sum of money payable to a third party as compensation under civil law in respect of actions or suits brought in a court in any Territory (other than actions or suits brought to enforce a judgment obtained outside of the Territories). It shall not include any award made by a criminal court, punitive Damages, exemplary Damages, aggravated Damages, fines, penalties or any award of additional Damages resulting from the multiplication of compensatory Damages against a Beneficiary.

“**Damage to Property**” shall mean physical damage to, loss of or destruction of tangible property.



**“Defence Costs”** shall mean any and all legal costs and expenses which are reasonably and necessarily incurred with the prior written consent of the Insurer (not to be unreasonably withheld) in the investigation or defence of any Claim which is covered under this Policy.

**“European Motor Insurance Directives”** means Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 or any subsequent legislation.

**“Financial Loss”** means a pecuniary loss, cost or expense not in respect of:

- (i) Bodily Injury to third parties; or
- (ii) Damage to Property of third parties.

**“Insurer”** means AWP P&C S.A. – Dutch Branch.

**“Superpedestrian Application”** means the application of Superpedestrian (e.g. mobile phone application) through which a Customer books and rents a Superpedestrian Unit. It also refers to any third party application through which a Superpedestrian Unit can be booked under the authorization of Superpedestrian.

**“Superpedestrian Electric Scooter”** means an electric two wheeled kick scooter propelled by a combination of human power and an electric motor with handlebars, brake(s) and a deck that allows a person to stand while operating the scooter, which is powered by an electric motor with maximum continuous rated power according to local laws and regulation capable of propelling the scooter with or without human propulsion and that ceases to provide assistance when the scooter reaches a maximum speed according to local laws and regulation.

**“Superpedestrian Electric Bicycle”** shall mean an electric pedal cycle, which has pedal assistance powered by an electric motor with maximum continuous rated power according to local laws and regulation which assists the human propulsion of the pedal cycle and that ceases to provide assistance when the pedal cycle reaches a maximum speed according to local laws and regulation

**“Superpedestrian Property Claim”** means a Policyholder Claim made against a Policyholder pursuant to sub-paragraph (ii) of the definition “Policyholder Claims” below.

**“Superpedestrian Unit(s)”** shall mean only the Superpedestrian Electric Bicycles and the Superpedestrian Electric Scooters, which are operated by the Local Policyholder.

**“Insurance Period”** means the period during which this Policy is effective (1 year).

**“Limit of Indemnity”** shall mean the maximum liability of the Insurer in respect of any one Accident in the maximum amount of EUR 1.000.000 and a maximum amount of EUR 3.000.000 for any one Insurance Period for all Territories under this Policy, if not differently stipulated in local insurance documents issued by the Insurer.

**“Pandemic”**: epidemics with a pandemic characteristic (declared by WHO), of seriousness and virulence such as to result in high mortality or requiring restrictive measures in order to reduce the risk of transmission to the civilian population. By way of example and not limited to: closure of schools and public areas, limitation of public transport in the city, limitation on air transport.

**“Permitted User”** means any individual person that:

- (i) uses a Superpedestrian Unit with the explicit consent of a Beneficiary that has rented such Superpedestrian Unit under a Rental Agreement; and
- (ii) is of the minimum age required by local laws or regulations to ride the Superpedestrian Unit in that Territory, but is at least of the legal age of majority in the respective Territory.

**“Policy”** means the Collective Insurance Agreement including all Schedules (in particular these Insurance Terms and Conditions) which shall be read together as one contract and any word or expression to which a specific meaning is attached in any of them shall bear such meaning throughout.

**“Policyholder Claim”** shall mean a written demand for:

- (i) monetary compensation by a third party against the Local Policyholder or the Group Representative arising directly from an Accident for which the Beneficiary would have been entitled to cover under this Policy if the third party had made a Claim regarding such Accident; and

- (ii) monetary compensation of Damages to Property arising directly from an Accident where the Superpedestrian Unit is the proximate cause of that Accident and the Local Policyholder is responsible by local civil tort law ("**Superpedestrian Property Claim**"). Any product defect of the Superpedestrian Unit or any environmental claim against a Policyholder is not covered.

"**Rental Agreement**" shall mean the contract for hire of a Superpedestrian Unit entered into by a Customer and the Local Policyholder.

"**Territory**" means the country where the Local Policyholder is incorporated and such Local Policyholder's Superpedestrian Units can be hired.

"**Terrorism**" shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"**Unauthorised Use**" shall mean:

- (i) the use of the Superpedestrian Unit by anyone other than a Beneficiary. For example, use following theft of the Superpedestrian Unit or through the improper use of a Customer's log-in credentials for the Superpedestrian Application; or
- (ii) Commercial Use of the Superpedestrian Unit.

### **C. Insurance Coverage**

1. The Insurer will provide indemnity for all sums which a Beneficiary may become legally liable to pay as Damages and Defence Costs arising directly from an Accident provided that:
  - a) the Accident occurred in the Territory; and
  - b) the Claim was made within 1 (one) year of the date of the Accident, unless applicable legislation regarding third party civil liability for such Accidents requires the Policy to provide a longer period.
2. Subject to all Policy terms and conditions, cover shall also extend to Policyholder Claims provided that, in the event of a Policyholder Claim, any terms, conditions and obligations of this Policy which would have applied to the Beneficiary, had the Policyholder Claim been a Claim, shall apply to Policyholder.
3. This Policy is not intended to meet the requirements of the European Motor Insurance Directives or any national or international laws, regulations, rules or conventions concerning the compulsory insurance of motor vehicles (or similar).

### **D. Limits of Liability**

1. The amounts payable by the Insurer for Damages or Defence Costs under paragraph C1 shall not exceed the Limit of Indemnity.
2. Where the Insurer is liable to indemnify more than one party in respect of one Accident the total amount payable shall not exceed the Limit of Indemnity.
3. All obligations of the Insurer in relation to any one Accident shall cease after the Limit of Indemnity has been paid by the Insurer.

### **E. Exclusions**

The indemnity in this Policy (including under any extension) will not apply to legal liability or pay any amounts:

1. Unauthorised Use: arising out of or in connection with any Unauthorised Use.
2. Passengers:
  - a) in respect of any use of a Superpedestrian Unit where more than one person is on or in connection with the Superpedestrian Unit at the same time
  - b) in respect of any transportation of animals on or in connection with the Superpedestrian Unit at the same time

- c) in respect of any damage to Property of, or Bodily Injury to, passengers being carried on a Superpedestrian Unit.
3. Beneficiary and Local Policyholder Property: In respect of Damage to Property:
    - a) owned or rented by a Beneficiary or the Local Policyholder;
    - b) loaned or rented to a Beneficiary or the Local Policyholder; and/or
    - c) in the care, custody or control of a Beneficiary or the Local Policyholder.
  4. Contracts: arising out of or in connection with a contract or agreement unless the Local Policyholder or Beneficiary would have had the same liability had the Local Policyholder or Beneficiary not entered into the contract or agreement.
  5. Financial Loss: for Financial Loss.
  6. Penalties: for penalties, fines, or liquidated Damages.
  7. Damage to the Superpedestrian Unit in respect of:
    - a) loss of or damage to any Superpedestrian Unit; or
    - b) the costs of replacement, reinstatement, rectification, repair or recall of any Superpedestrian Unit
  8. Motor: arising out of or in connection with vehicles which are provided for hire via the Superpedestrian Application that require motor insurance under the European Motor Insurance Directives or other applicable laws, regulations, rules or orders in the **Territories**.
  9. Punitive Damages and US Claims
    - a) for punitive or exemplary Damages awarded by any court in the United States of America, its territories and possessions, Puerto Rico, or Canada or for any costs or interest associated with any such award.
    - b) for any Claims made in the United States of America, its territories and possessions, Puerto Rico or Canada, the indemnity in this Policy will not apply to legal liability or pay any amounts arising out of Claims payable under workers compensation, disability benefits, unemployment compensation laws or any similar law.
  10. Specified Excluded Perils: arising out of or in connection with:
    - a) civil commotion, riot, labour disturbances or public disorder or attempt thereof;
    - b) war (weather undeclared or not), or war-like acts or attempt thereof;
    - c) military uprisings, usurped power, rebellion or revolution or attempt thereof, or action taken by governmental authority in hindering or defending against any of these;
    - d) any act or attempt of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the liability or any action taken in controlling, preventing or suppressing Terrorism; or
    - e) flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event.
  11. Pollution: arising out of or in connection with pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind.
  12. Apron use: arising out of or in connection with any use of a Superpedestrian Unit on an airport apron.
  13. Cyber: This Policy does not cover any liability (including any cost of defending any action) of any nature connected in any way directly or indirectly contributed to or resulting from electronic data and cyber risks, or network attacks regardless of any other cause or event contributing concurrently or in any other sequence to the loss. We will also not pay for claims in respect of any losses, damages or expenses that arise from the failure of communication network signals, power supply, network connection and telecommunication system.
  14. Pandemic: Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent
    - a) resulting from,

- b) arising out of,
  - c) or relating
- to any Pandemic outbreak (including the Covid-19 virus).

15. **Intoxication:** This Policy does not cover any liability (including any cost of defending any action) of any nature connected with any use of a Superpedestrian Unit under the influence of alcohol above the locally allowed limit or under the influence of non-prescribed medicine or drugs

## **F. General Conditions**

### **1. Premium**

The Insurance Premium is paid by the Policyholder.

### **2. Communication of Policy Changes**

The Local Policyholder must inform the Beneficiaries of any material change in the Policy, including any amendment, restriction or cancellation thereof, as soon as possible.

### **3. Trading Restrictions and Sanctions**

Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

## **G. Claims conditions**

Unless required by any applicable law or regulation, an adjusted indemnity will be paid according to the degree of the infringement for the liability of any Beneficiary who has not complied with the requirements of this section, which requirements shall be communicated by: i) the Local Policyholder to Beneficiaries via the Local Policyholder's webpage; or ii) Local Policyholder or Insurer to Beneficiaries at the time a Beneficiary notifies Local Policyholder or Insurer of an Accident or Claim.

### **1. Notification responsibilities of the Beneficiaries**

- a) In the event of any Accident which may result in a Claim a Beneficiary shall:
  - (i) notify the Local Policyholder under the contact details set out in the insurance certificate as soon as possible according to local law or regulation;
  - (ii) take reasonable precautions to prevent and minimise any financial loss which might be caused as a result of the Accident;
  - (iii) Upon being contacted by the Insurer:
    - provide the Local Policyholder (or the Insurer upon request) with all relevant information and documents regarding the Accident and its consequences;
    - provide the Insurer (upon request) with proof of age at the time of the Accident (e.g. by way of passport); and
    - supply such proof, information and sworn declarations as the Insurer may require within the time frame requested.
- b) On the receipt by a Beneficiary of a Claim, the Beneficiary shall:
  - (ii) notify the Local Policyholder under the contact details set out in the insurance certificate as soon as possible but in any event within 30 days of the date on which they receive the Claim.
  - (iii) Upon being contacted by the Insurer:
    - provide all information and documents within their possession relating to the Claim and underlying Accident;

- forward to the Insurer all relevant correspondence, court document(s) and notifications received relating to the Claim and underlying Accident;
- supply such proof, information and sworn declarations as the Insurer may require within the time frame requested, including any communication, writ, summons or other legal process in connection with the Accident; and
- provide to the Insurer particulars of any other insurance providing the same cover as this Policy.

## **2. Control of Claims**

- a) A Beneficiary must not enter into negotiations, admit liability, agree to the settlement, mediation or arbitration of any Claim, make any promise to pay or settle a Claim or incur any Defence Costs without the Insurer's prior written consent (such consent not to be unreasonably withheld or delayed).
- b) Beneficiaries and the Policyholder shall give all information, documents, co-operation and assistance as the Insurer may reasonably require in connection with the handling of any claim.
- c) The Insurer will not be bound by any admission or any offer made by a Beneficiary or anyone acting on their behalf to any third party.
- d) The Insurer shall:
  - (i) be entitled to take over and conduct in the name of a Beneficiary or Policyholder and in such manner as the Insurer may in its absolute discretion think fit, the defence or settlement of any Claim; and
  - (ii) otherwise have absolute discretion in the conduct of any proceedings and in the settlement of any Claim, whether or not any payment has been made under this Policy.

## **3. Discharge of Liability**

- a) The Insurer may at any time pay to the Policyholder or a Beneficiary in connection with any Claim the remaining amount of the Limit of Indemnity (after deduction of any sum or sums already paid as Damages or Defence Costs, if applicable).
- b) If a Beneficiary shall refuse to consent to any settlement recommended by the Insurer and shall elect to contest a Claim, then the Insurer's liability for Damages and Defence Costs in respect of that Claim shall not exceed the amount for which the Claim could have been settled plus any Defence Costs incurred at the date of such refusal.
- c) Upon such payment being made in accordance with paragraph G3.a. or G3.b. above, the Insurer shall relinquish the conduct and control of, and be under no further liability in connection with, such Claim.

## **4. Fraudulent Claims**

In the event that a fraudulent claim is made under this Policy by or on behalf of a Beneficiary:

- a) the Insurer may recover from the Beneficiary any sums paid by the Insurer in respect of the claim; and
- b) in addition, the Insurer may by notice to the Beneficiary treat the Policy as having been terminated with effect from the time of the fraudulent act solely in relation to that Beneficiary.

## **5. Other Insurance**

If any liability covered under this Policy is also covered wholly or in part under any other insurance held by a Beneficiary:

- a) the Beneficiary must inform the Insurer of the existence of such other insurance when notifying a Claim; and

- b) the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been purchased.

#### **6. Subrogation**

- a) On making any payment in respect of any liability in relation to which cover is available under this Policy, the Insurer may in a Beneficiary's name, at the Insurer's cost, recover against any third party who is responsible for the liability up to the amount which the Insurer has paid. The Beneficiary shall also provide all such reasonable assistance as the Insurer may require in relation to such recovery.
- b) To the extent that any recovery is made from any third party in respect of any liability in relation to which cover is available under this Policy, the Insurer shall be entitled to those proceeds up to the amount of any payments it has made in relation to such liability. The Beneficiary shall co-operate with the Insurer and comply with all reasonable instructions from the Insurer in relation to the process and procedure for making any such recovery. The Insurer shall have sole discretion as to whether such recovery should be pursued.

#### **7. Reimbursement**

- a) Upon settlement of a claim under this **Policy**, the **Insurer** will be entitled to be reimbursed by a Beneficiary for any amounts paid in connection with an Accident to the extent that such Accident was caused by the illegal use of a Superpedestrian Unit by the Beneficiary, including where:
  - (i) a breach of local traffic laws or regulations
- b) In addition, the Insurer will be entitled to reimbursement from:
  - (i) the Policyholder where it has wilfully caused any Damages to the Insurer upon the occurrence of an Accident; or
  - (ii) a Beneficiary where such Beneficiary has wilfully caused any Damages to the Insurer upon the occurrence of an Accident.

#### **8. Applicable law**

The governing law of this Insurance Policy is the law of the Territory and all communications and documentation in relation to this Insurance Policy will be in English, and/or in local language.

**INSURER'S PRIVACY NOTICE pursuant to art. 13 of the Regulation (EU) 2016/679 dated 27 April 2016 (General Data Protection Regulation - GDPR)**

**We care about Your personal data**

**AWP P&C S.A. – Dutch Branch** (“We, “Us” “Our”), is a Dutch branch of AWP P&C S.A, which has its registered office in Saint-Ouen, France and is part of Allianz Partners Group. AWP P&C S.A., Dutch branch is registered at the Netherlands Authority for the Financial Markets (AFM) and is authorized by L’Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France to provide insurance products and services on a cross-border basis. Protecting Your privacy is a top priority for Us. This privacy notice explains how and what type of personal data will be collected, why it is collected and with whom it is shared or disclosed. Please read this notice carefully.

**1. Who is the data controller?**

A data controller is the individual or legal person who controls and is responsible for keeping and using personal data in paper or electronic files. **AWP P&C S.A. – Dutch Branch** is the data controller as defined by relevant data protection laws and regulations.

**2. What personal data will be collected?**

We will collect and process various types of personal data about You as follows:

- Surname, first name
- Address
- Telephone numbers
- Email address

Depending on the claim submitted, We could also collect and process "sensitive personal data" about You, other insured persons, even third parties affected by the event covered, for example:

- Medical conditions (physical or psychological)
- Medical history and reports
- Death certificate
- Credit/debit card and bank account details

**3. How will We obtain and use Your personal data?**

We will collect and use Your personal data that You provide to Us and that We receive from You (as explained below) for a number of purposes and with Your express consent unless applicable laws and regulations do not require Us to obtain Your express consent, as shown below:

Purpose	Your express consent?
<ul style="list-style-type: none"> <li>• Insurance contract administration (e.g., quotation, underwriting, claims handling)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes, where needed. However, where We need to process Your personal data in order to underwrite Your insurance and/or process Your claim We will not obtain Your express consent.</li> </ul>
<ul style="list-style-type: none"> <li>• Fraud prevention and detection, including,</li> </ul>	<ul style="list-style-type: none"> <li>• No, it is understood that the detection and</li> </ul>

Purpose	Your express consent?
where appropriate, for example, comparison of Your information with previous claims, or checking of common insurance claims filing systems or to check economic sanctions.	prevention of fraud is a legitimate interest of the controller. Therefore We shall be entitled to process Your data for this purpose without obtaining Your consent.
<ul style="list-style-type: none"> <li>To meet any legal obligations (e.g. those arisen from Laws on insurance contracts and insurance business activities regulations on tax, accounting and administrative obligations, or to prevent money laundry or violation of Economic Sanctions).</li> </ul>	<ul style="list-style-type: none"> <li>No, to the extent that these processing activities are expressly and legally authorized.</li> </ul>
<ul style="list-style-type: none"> <li>To redistribute risk by means of reinsurance and co-insurance</li> </ul>	<ul style="list-style-type: none"> <li>No, We can process and share Your personal information with other insurance or reinsurance companies with whom We have signed or We will sign co-insurance or reinsurance agreements. Such distribution of risks constitutes a legitimate interest of Insurance Companies, even usually expressly authorized by law.</li> </ul>
<ul style="list-style-type: none"> <li>Audit purposes, to comply with legal obligations or internal policies</li> </ul>	<ul style="list-style-type: none"> <li>No, We can process Your data during the framework of internal or external audits either required by law, or by internal policies. We won't request Your consent for these processing activities to the extent that they are legitimated by the applicable regulations or Our legitimate interest. However, We will ensure that only the strictly necessary personal data are used, and treated with absolute confidentiality.</li> </ul> <p>Internal audits are usually conducted by Our holding company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France).</p>

As mentioned above, for the purposes indicated above, We will process personal data We receive about You from public databases, third parties such as brokers and business partners, other insurers, credit reference and fraud prevention agencies, advertising networks, analytics providers, search information providers, loss adjustors, surveyors, intermediaries, premium finance companies, delegated authorities, lawyers.

For those purposes indicated above where We have indicated that We do not require Your express consent or where We otherwise require Your personal data to underwrite Your insurance and/or process Your claim, We will process Your personal data based on Our legitimate interests and/or to comply with Our legal obligations deriving from Your contract with Superpedestrian (Superpedestrian Inc.).

#### 4. Who will have access to Your personal data?

We will ensure that Your personal data is processed in a manner that is compatible with the purposes



indicated above.

For the stated purposes, Your personal data may be disclosed to the following parties who operate as third party data controllers:

- Public authorities, other Allianz Group companies, other insurers, co-insurers, re-insurers, insurance intermediaries/brokers, and banks

For the stated purposes, We may also share Your personal data with the following parties who operate as data processors under Our instruction:

- Other Allianz Group companies, technical consultants, experts, lawyers, loss adjustors, repairers, medical doctors; and service companies for discharging operations (claims, IT, postal, document management); and

Finally, We may share Your personal data in the following instances:

- In the event of any contemplated or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Our business, assets or stock (including in any insolvency or similar proceedings); and
- To meet any legal obligation, including to the relevant ombudsman if You make a complaint about the product or service We have provided to You.

## **5. Where will my personal data be processed?**

Your personal data may be processed both inside and outside of the European Economic Area (EEA) by the parties specified in section 4 above, subject always to contractual restrictions regarding confidentiality and security in line with applicable data protection laws and regulations. We will not disclose Your personal data to parties who are not authorized to process them.

Whenever We transfer Your personal data for processing outside of the EEA by another Allianz Group company, We will do so on the basis of Allianz' approved binding corporate rules known as the Allianz Privacy Standard (Allianz' BCR) which establish adequate protection for personal data and are legally binding on all Allianz Group companies: [https://www.allianz-partners.com/en\\_US/allianz-partners---binding-corporate-rules-.html](https://www.allianz-partners.com/en_US/allianz-partners---binding-corporate-rules-.html)

Allianz' BCR and the list of Allianz Group companies that comply with them can be accessed here [Where Allianz' BCR do not apply](#), We will instead take steps to ensure that the transfer of Your personal data outside of the EEA receives an adequate level of protection as it does in the EEA. You can find out what safeguards We rely upon for such transfers (for example, Standard Contractual Clauses) by contacting Us as detailed in section 9 below.

## **6. What are Your rights in respect of Your personal data?**

Where permitted by applicable law or regulation, You have the right to:

- Access Your personal data held about You and learn the origin of the data, the purposes and ends of the processing, the details of the data controller(s), the data processor(s) and the parties to whom the data may be disclosed;
- Withdraw Your consent at any time where Your personal data is processed with Your consent;
- Update or correct Your personal data so that it is always accurate;
- Delete Your personal data from Our records if it is no longer needed for the purposes indicated above;
- Restrict the processing of Your personal data in certain circumstances, for example where You have contested the accuracy of Your personal data, for the period enabling Us to verify its accuracy;
- Obtain Your personal data in an electronic format for You or for Your new insurer; and

- File a complaint with Us and/or the relevant data protection authority.

You may exercise these rights by contacting Us as detailed in section 9 below providing Your name, email address, account identification, and purpose of Your request.

### 7. How can You object to the processing of Your personal data?

Where permitted by applicable laws or regulations, You have the right to object to Us processing Your personal data, or tell Us to stop processing it. Once You have informed Us of this request, We shall no longer process Your personal data unless permitted by applicable laws and regulations.

You may exercise this right in the same manner as for Your other rights indicated in section 6 above.

### 8. How long do We keep Your personal data?

We will retain Your personal data only for as long as they are necessary for the purposes communicated in this Privacy Notice, and deleted or anonymized when no longer required. Here below We inform You of some of the retention periods applicable to the purposes informed in section 3 above.

However, please be aware that sometimes additional specific requirements or events may override or modify them, such as ongoing legal holds over relevant information, or pending litigation or regulatory investigations, which may supersede or suspend these periods until the matter has been closed, and the relevant period to review or to appeal has expired. In particular, retention periods based on specified periods for legal claims can be interrupted and then start to run again

Personal information to obtain a quotation (when necessary)	During the validity period of the quotation provided.
Policy Information (underwriting, claims handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes,...).	We will keep the personal information relating to Your Insurance Policy during the validity period of Your Insurance contract and the specified period of any litigation cases that may arise from it, as a general rule for a minimum of 7 additional years. This period may be longer or shorter as determined by the local applicable laws on insurance contracts.
Claims Information (claims handling, management of complaints, litigation cases, quality surveys, fraud prevention/detection, debt recoveries, co-insurance and re-insurance purposes).	We will retain the personal information You provide to Us or We collect and process according to this privacy notice for a minimum period of 7 years as from the date of settlement of the claim. This period may be longer or shorter as determined by the local applicable laws on insurance contracts.
Supporting documents to provide evidence of compliance with legal obligations such as taxation or accounting.	We will process in these documents the personal data You provide to Us, or We collect and process according to this Privacy Notice, only to the extent they're relevant for this purpose, and for a minimum of 10 years from the first day of the relevant tax year.

We will not retain Your personal data for longer than necessary and We will hold it only for the purposes for which it was obtained.

## 9. How can You contact Us?

If You have any queries about how We use Your personal data, You can contact Us

- by post:

**AWP P&C S.A. – Dutch Branch**  
**Data Protection Officer**  
**Postbus 9444**  
**1006 AK Amsterdam**

- by email:

<b>Country</b>	<b>E-Mail</b>
Austria	<a href="mailto:dataprivacy.fos.at@allianz.com">dataprivacy.fos.at@allianz.com</a>
Belgium:	<a href="mailto:dataprivacy.fos.be@allianz.com">dataprivacy.fos.be@allianz.com</a>
Bulgaria:	<a href="mailto:dataprivacy.fos.bg@allianz.com">dataprivacy.fos.bg@allianz.com</a>
Czech Republic:	<a href="mailto:dataprivacy.fos.cz@allianz.com">dataprivacy.fos.cz@allianz.com</a>
Denmark:	<a href="mailto:dataprivacy.fos.dk@allianz.com">dataprivacy.fos.dk@allianz.com</a>
Finland:	<a href="mailto:dataprivacy.fos.fi@allianz.com">dataprivacy.fos.fi@allianz.com</a>
France:	<a href="mailto:dataprivacy.fos.fr@allianz.com">dataprivacy.fos.fr@allianz.com</a>
Germany:	<a href="mailto:dataprivacy.fos.de@allianz.com">dataprivacy.fos.de@allianz.com</a>
Greece:	<a href="mailto:dataprivacy.fos.gr@allianz.com">dataprivacy.fos.gr@allianz.com</a>
Hungary:	<a href="mailto:dataprivacy.fos.hu@allianz.com">dataprivacy.fos.hu@allianz.com</a>
Italy:	<a href="mailto:dataprivacy.fos.it@allianz.com">dataprivacy.fos.it@allianz.com</a>
Norway:	<a href="mailto:dataprivacy.fos.no@allianz.com">dataprivacy.fos.no@allianz.com</a>
Poland:	<a href="mailto:dataprivacy.fos.pl@allianz.com">dataprivacy.fos.pl@allianz.com</a>
Portugal:	<a href="mailto:dataprivacy.fos.pt@allianz.com">dataprivacy.fos.pt@allianz.com</a>
Romania:	<a href="mailto:dataprivacy.fos.ro@allianz.com">dataprivacy.fos.ro@allianz.com</a>
Spain:	<a href="mailto:dataprivacy.fos.es@allianz.com">dataprivacy.fos.es@allianz.com</a>
Sweden:	<a href="mailto:dataprivacy.fos.se@allianz.com">dataprivacy.fos.se@allianz.com</a>
UK:	<a href="mailto:dataprivacy.fos.gb@allianz.com">dataprivacy.fos.gb@allianz.com</a>

## 10. How often do We update this privacy notice?

We regularly review this privacy notice in line with the latest changes and may make necessary adjustments.

*Status: January 2023*