

LAKA

AON

Policy Wording

Bike Insurance Laka

Contract N° 998999889031

Your subscription to "Bike Insurance Laka" includes the following elements:

1. The present Policy Wording
2. The Individual membership form that enumerates your guarantees

Your membership is governed by the French Insurance Code, as well as by Policy Wording and the Individual Membership Form given to you at the time of enrolment.

The "Bike Insurance Laka" insurance contract is a group insurance contract with optional membership n° 998999889031:

- Subscribed by Laka, brand of Cylantro, insurance broker, N°ORIAS : 20 001 833 (www.orias.fr) – SAS with a capital of 10 000 euros RCS NIORT B 880 512 546 – 12 Avenue Jacques Bujault 79000 NIORT ;
- With CARMA, hereinafter referred to as the Insurer, a company governed by the French Insurance Code, S.A. with a capital of 23 270 000 € - RCS EVRY 330 598 616 – ZAE Saint Guénault, 1 rue Jean Mermoz- 91000 Evry-Courcouronnes.
- Set up by AON, Insurance and Reinsurance brokerage company with capital of 46 027 140 €, registered at ORIAS n° 07 001 560 and Registre du Commerce et des Sociétés of PARIS under the number 414 572 248, with registered office at 31-35, rue de la Fédération, 75015 Paris - France.
- Distributed by Aon's partner.

The law applicable to pre-contractual relations and to the contract is French law. It is governed by the French Insurance Code.

The information provided in this Policy Wording is valid for the entire duration of the membership.

The cover provided by the "Bike Insurance Cylantro" contract is subject to the conditions, limits and exclusions described below.

Your membership is managed by Laka.

Table des matières

1. Purpose of the contract.....	5
2. Definitions	5
3. Terms and conditions of membership	6
3.1. Who may join the Contract?	6
3.2. How do I join the Contract?	6
3.3. Confirmation of subscription to the Contract	7
3.4. Cancellation of membership	7
4. Guarantees and exclusions.....	7
4.1. Theft cover	7
4.3. Indemnity terms, deductibles, depreciation	8
4.3.1. Accidental material damage.....	8
4.3.2. Total loss of the Bicycle	9
4.3.3. Special case of loss at the usual place of residence	9
4.4. Time limits for compensation.....	9
4.4.1. General cases.....	9
4.4.2. Specific case of Bicycle Theft.....	9
4.5. Limits of cover	9
4.6. General exclusions.....	10
5. Territorial cover	11
6. Commencement, duration and termination of membership	11
6.1. Commencement and duration of membership.....	11
6.2. Cancellation	11
6.2.1. Cancellation by us.....	11
6.2.2. Cancellation by operation of law.....	11
6.2.3. Treatment of the premium in the event of cancellation.....	11
7. Insurance premium	11
8. What to do in the event of a claim?	12
8.1. When to report a claim?	12
8.2. How to report a claim?	12
8.3. What supporting documents should I provide?	12
8.3.1. In all cases.....	12
8.3.2. In the event of Theft.....	12
8.3.3. In the event of economically reparable accidental Damage	12
8.5. Lapse of guarantee	13
9. Prescription	13
10. Request for information and complaint	14
11. Protection of your personal data	15

11.1.	Opposition to cold calling.....	15
11.2.	Information on personal data protection	15
12.	Information on legal guarantees	18

1. Purpose of the contract

In the event of Material Damage (Breakage) or Theft of the insured Bicycle, the Insurer will pay for all or part of its replacement.

2. Definitions

For the purposes of the contract, the following definitions apply:

Insured accessories: components fixed to the Bicycle which cannot be dismantled without tools:

- and installed as standard on the insured Bicycle ;
- or, declared at the time of registration and supported by an invoice.

Removable GPS, computer, lighting system, bicycle pump, water bottle and panniers are excluded.

Member: the natural or legal person, user or renter of the insured Vehicle who has paid the insurance premium at the time of joining.

For the sake of simplicity, the Member will be referred to as "You" in the text.

Lock : bicycle anti-theft devices approved by SRA (Sécurité Réparation Automobiles) or FUB (Fédération Française des Usagers de la Bicyclette) at 2-wheel level, or approved by Cylantro. In order for the contract's theft cover to apply, the anti-theft device must be supported by a purchase invoice or rental contract prior to the loss.

Insured: the member, his/her spouse (including PACS) or cohabitee, his/her ascendants or descendants and any person authorized by the owner or hirer to use the insured Bicycle.

Insurer: CARMA, a company governed by the French Insurance Code, S.A. with a capital of 23 270 000 € - RCS EVRY 330 598 616 – ZAE Saint Guénault, 1 rue Jean Mermoz- 91000 Evry-Courcouronnes.

Initial purchase or hire date: date on which the Insured Bicycle was first put into service, as evidenced by a purchase invoice or hire contract for the new Bicycle.

Accidental material damage (Breakage): any externally visible deterioration or destruction of the Insured Bicycle preventing it from functioning properly and caused by a sudden, involuntary, unforeseen event beyond the Insured's control.

Deductible: corresponds to the sum to be paid by You in the event of a claim.

Compensation: repair or replacement of the insured Bicycle and, failing this, the sum paid by the Insurer after a claim under the terms set out herein.

Fixed attachment point: a fixed, immovable and immovable part of stone, metal or wood, attached to a solid wall or the ground, and from which the Bicycle cannot be detached even by lifting.

Claim: any sudden and unforeseen material damage to or theft of the insured Bicycle.

Third party: any person other than the Member and the Insured.

Private and professional use: the insured Bicycle may be used for private, commuting and professional use, i.e. :

- private journeys, to and from work;

- business travel.

The insured Bicycle may under no circumstances be used, **even occasionally**, for the transport, for consideration, of goods belonging to third parties, or of passengers.

Wear and tear: progressive deterioration of the insured Bicycle as a result of use in accordance with the manufacturer's instructions for use or maintenance.

Reference value: value agreed between the partner hiring the bike and Laka and set out in the individual membership form.

Depreciation: depreciation of the insured Bicycle caused by use and time. It is a percentage that is deducted from the purchase value of the asset to obtain the actual value of the insured asset at the time of the claim. Depreciation is not applied to new bicycles.

Bicycle: a two-wheeled land vehicle powered by a pedal, whether electrically assisted or not (excluding tricycles, scooters, scooters or unicycles). The electrically-assisted bicycle must meet the following requirements: nominal motor power limited to 250 W, activation of the motor by pedalling. Electric assistance is switched off automatically as soon as the Bicycle reaches a speed of 25 km/h. The Bicycle must not be equipped with acceleration handles, switches or any other device that allows the Bicycle to go faster than 6 km/h on its own.

Insured Bicycle: a bicycle (and the Insured Accessories) hired new, reconditioned or second-hand from a professional (online sales site or shop) or from a private individual via an advertisement site. The insured Bicycle must have had its marking number registered in the Fichier National Unique des Cycles Identifiés (FNUCI) by a government-approved body.

Theft: fraudulent dispossession of the insured Bicycle by a Third Party following an assault on the Insured or a break-in.

Theft following assault: theft by means of threats or violence by a third party.

Theft by breaking and entering: Theft by forcing, cutting or destroying:

- of any locking device of a private, solidly built, enclosed and covered dwelling. In this case, you do not need to attach the bicycle to a fixed point;
- or, outside or in a communal area, an anti-theft device connecting the insured Bicycle to a fixed attachment point;
- the locking mechanism of a locked vehicle.

3. Terms and conditions of membership

3.1. Who may join the Contract?

Any natural person of legal age or legal entity who meets the acceptance conditions set by the Insurer and whose needs have been identified by Laka or a Laka distribution partner.

3.2. How do I join the Contract?

Enrolment takes place when You have first read the Information and Advice Sheet, the Insurance Product Information Document (IPID) and the General Terms and Conditions, on the one hand, and have checked that You meet the eligibility conditions and given Your consent to enrolment, on the other.

By accepting, You signify your express agreement and authorize payment of the premium before the end of the insurance waiver period.

Keep the individual membership form, this document will be required in the event of a claim.

3.3. Confirmation of subscription to the Contract

Laka will send You, via the rental partner, the individual membership form and this Policy Wording as well as, as a reminder, the insurance product information document (IPID) and the information and advice sheet, documents which You also undertake to keep on a durable medium.

3.4. Cancellation of membership

You, as an individual, may, within 30 days of the date of enrolment, renounce your status and be reimbursed in full, provided that no compensation has been paid under the contract. Any premium paid under the policy will be refunded within 30 days of notification being sent.

To do this, you should send a simple letter or any other durable medium, using the following model:

"I, the undersigned, (surname, first name), residing at _____, hereby request that I cancel my subscription to the "Bike Insurance Laka" insurance policy.

The premium paid for the insurance contract will be refunded within 30 days of this notification being sent.

You must declare any waiver or change of membership, in particular of the serial number following the exchange of an appliance under the manufacturer's warranty or a legal warranty, or any change relating to Your identity (in particular name; address):

- By email: gestion@cylantro.eu
- Or by post: Laka - Cylantro - Customer Service - 12 Avenue Jacques Bujault - 79 000 NIORT - FRANCE

4. Guarantees and exclusions

4.1. Theft cover

We provide 24-hour cover for theft and damage to the insured bicycle in the event of theft or attempted theft:

- If the bicycle was inside your locked home, in a locked vehicle or in locked private premises. In this case, you do not need to attach the bicycle to a fixed point;
- If the bicycle was outside or in a shared room, if and only if it was attached by the frame to a fixed point with an approved anti-theft device and locked in accordance with the provisions laid down by the manufacturer of the anti-theft device;
- Following an assault.

Theft cover is subject to the presence of a lock:

- A "2-wheel" level lock approved by the Fédération des Usagers de la Bicyclette (FUB) (<https://www.fub.fr/antivols>), or SRA approved, or referenced and approved by Laka.
- Cover is provided on condition that the insured bicycle has been registered by a government-approved body, with its serial or frame number and/or marking number in the Fichier National Unique des Cycles Identifiés (FNUCI).

Subject to this, we cover,

- ✓ direct material damage resulting from total or partial theft or attempted theft of the bicycle;
- ✓ the costs incurred by you, legitimately or with our agreement, to recover it.

Theft cover does not apply to:

- X Theft not committed by assault or breaking and entering;**
- X Theft of an insured Bicycle that is not secured by an approved anti-theft device to a fixed attachment point while it is in a public place;**
- X Theft of a bicycle whose marking has not been registered in the Fichier National Unique des Cycles Identifiés (FNUCI);**
- X Theft not committed by a Third Party;**
- X Theft of the battery when it is stolen independently of the insured Bicycle except when the battery is a fixed component or secured by a key;**
- X Damage resulting from vandalism not concomitant with Theft;**
- X Damage resulting from payment fraud in connection with the sale or hire of the Bicycle;**
- X Accessories not attached to the Bicycle;**
- X Accessories whose value has not been declared at the time of subscription;**
- X Accessories whose value cannot be justified by an invoice.**

4.2. Accidental material damage cover

This cover includes material damage to the bicycle, its internal or declared accessories, as well as its existing locks, in the event of an accident, impact or overturning of the bicycle.

The following are excluded from the Accidental Material Damage cover:

- X Any damage resulting from modification or alteration of the insured Bicycle;**
- X Any damage caused by wear and tear;**
- X Any damage resulting from fire, natural disasters, lightning or frost;**
- X Any damage resulting from oxidation, corrosion, rust incrustation, soiling or scaling;**
- X Any damage covered by one of the manufacturer's or distributor's legal warranties;**
- X Any damage resulting from failure to comply with the operating and maintenance instructions in the manufacturer's manual;**
- X Cosmetic damage, discolouration, pitting, stains, scratches, chipping, flaking, dents, swelling or graffiti;**
- X The cost of estimates or repairs incurred by You without the Insurer's agreement.**

4.3. Indemnity terms, deductibles, depreciation

4.3.1. Accidental material damage

In the event of Accidental Material Damage, the new Bicycle is considered to be economically repairable as long as the cost of repairs does not exceed 75% of its Reference Value.

In this case, the Insurer will pay the cost of repairs or the replacement of damaged parts on presentation of the receipted invoice.

The insured Bicycle will be repaired by the rental partner as a priority, or by a repairer chosen by You subject to the prior agreement of the rental partner and the claims manager.

For a mechanical bike, an Excess of €150 will be deducted from the compensation paid to You.

For an electrically-assisted bicycle, an Excess of €350 will be deducted from the compensation paid to You.

4.3.2. Total loss of the Bicycle

In the event of total loss of the new Bicycle (i.e. in the event of Theft of or Accidental Material Damage that cannot be repaired), the insured Bicycle will be compensated up to its Reference Value, with priority given to a replacement Bicycle or, failing that, in the form of a transfer to Your bank account.

For a mechanical bike, an Excess of €150 will be deducted from the compensation paid to You.

For an electrically-assisted bicycle, an Excess of €350 will be deducted from the compensation paid to You.

4.3.3. Special case of loss at the usual place of residence

In the event of a claim at Your usual place of residence rendering the insured Bicycle unusable and if this has been compensated under a comprehensive home insurance policy, You will be reimbursed for the difference between the Reference Value of the insured Bicycle and the amount of compensation received from the comprehensive home insurance policy for damage caused to this device.

In all cases, the amount of compensation per insurance year is capped at the Reference Value.

4.4. Time limits for compensation

4.4.1. General cases

You will be compensated within 15 days following the agreement reached between You and us or an enforceable court decision.

4.4.2. Specific case of Bicycle Theft

We will make you an offer of compensation within 30 days of reporting the theft and providing you with the documents required to assess the loss: keys to the bicycle and the anti-theft device, purchase invoice or hire contract and all documents required to assess the case. Replacement or payment will be made within 10 days of agreement to this offer or the enforceable court decision.

If the bicycle is found within 14 days of the theft being reported, the owner or lessee undertakes to take it back. In this case, we will only cover the cost of restoring the bicycle to its original condition.

If the bicycle is found after this period, the insured the choice between:

- receive or keep the compensation (in this case, we become the owner of the bicycle) ;
- take back the bicycle as it is and, if compensation has already been paid, return the compensation received less any costs of repair.

4.5. Limits of cover

Compensation is limited to the Reference Value of the insured Bicycle up to a maximum of eight thousand (8,000) euros per insured claim.

The cost of repair estimates incurred after agreement by the insurer are covered **up to a maximum of thirty (30) euros.**

4.6. General exclusions

In addition to the exclusions specific to the events described above, the following are not covered:

- X** Indirect damage such as that resulting from the impossibility of using the insured Bicycle, depreciation, breakdown and garage costs following a covered loss;
- X** Bicycles that do not comply with the legal identification requirements and bicycles whose identification number has been rendered illegible, altered or removed;
- X** Damage in the context of a professional sporting competition (including sporting competitions organised by sports Federations – e.g. Cycling and Triathlon);
- X** Equipment opened or dismantled;
- X** Damage or financial loss suffered by You during or following damage to the Insured Device;
- X** Any sudden event internal to the Insured Device which prevents it from functioning and renders it unfit for use;
- X** Indirect damage, financial or otherwise, suffered by You during or as a result of a claim;
- X** Damage caused while the user of the insured Bicycle is under the influence of alcohol or drugs not prescribed by a doctor;
- X** Damage that occurred before the policy took effect;
- X** Damage to any accessory external to the insured Bicycle (not declared when the contract was taken out and not shown on the purchase invoice for the Bicycle) or consumables (hands-free kit, charger, battery, etc.), software, etc;
- X** Damage intentionally caused or provoked by you or with your complicity, unless the damage is caused by persons for whom you are civilly liable;
- X** Damage caused by foreign war, civil war or terrorist attack, riots, civil commotion, acts of sabotage, as well as accidents due to strikes and lock-outs by the insured's company, unless you can prove that it was not the cause;
- X** Damage caused by an earthquake, flood, tidal wave or other cataclysm; of nuclear origin or caused by any source of ionising radiation;
- X** Damage resulting from your participation in bets or brawls (except in cases of legitimate self-defence);
- X** Damage caused by weapons or devices designed to explode by modification of the structure of the atomic nucleus;
- X** Damage caused by any nuclear fuel, radioactive product or waste or by any other source of ionising radiation if this damage or the aggravation of this damage directly affects a nuclear installation or involves the exclusive liability of a nuclear installation operator or originates in the supply of goods or services relating to a nuclear installation;
- X** Damage caused by any source of ionising radiation used or intended for use outside a nuclear installation for industrial, commercial, agricultural, scientific or medical purposes;
- X** Damage to the environment, including ecological damage and environmental risks;
- X** Any loss or damage and their physical, material and immaterial consequences linked directly or indirectly to the presence or use of asbestos, lead, formaldehydes, toxic moulds, mtbe (methyltertiobutylether), the following persistent organic pollutants: aldrin, chlordane, ddt, dioxins, dieldrin, endrin, furan, heptachlor, hexachlorobenezene, mirex, pcb, toxathene;
- X** Loss, damage or injury resulting from defects, faults or imperfections which existed when the policy was taken out and which were known to the insured;
- X** The Bicycle for which You cannot produce proof of purchase or hire;

X Damage that occurs while the insured Bicycle is being used, even occasionally, for the paid transport of goods belonging to third parties, or of passengers.

5. Territorial cover

Cover applies worldwide.

! However, the diagnosis, repair and compensation of the insured Bicycle can only be carried out in Belgium or France and in Euros.

6. Commencement, duration and termination of membership

6.1. Commencement and duration of membership

Membership and cover take effect when the bike is made available, subject to actual payment of the premium.

Membership is valid for the duration of the hire period with the hire partner. Cover ceases when the insured Bicycle has been the subject of compensation in respect of an insured loss of the total loss type or in the event of theft that has not been recovered.

6.2. Cancellation

6.2.1. Cancellation by us

- In the event of a false declaration made at the time of diagnosis and noted during the examination of the returned Bicycle.

6.2.2. Cancellation by operation of law

- In the event of withdrawal of the Insurer's authorization in accordance with the provisions of the Insurance Code (article L 326-12);
- In the event of a total loss as defined in paragraph 4.3.2;
- In the event of the disappearance or total destruction of the insured Bicycle which does not result in the contract being invoked.

6.2.3. Treatment of the premium in the event of cancellation

- If the policy is cancelled between two due dates, the part of the premium corresponding to the period between the cancellation date and the next due date will be reimbursed to you, except:
 - o Cancellation for non-payment of premium;
 - o In the event of cancellation following total loss or alienation of the insured bicycle resulting from a covered event: the insurer retains the portion of the premium corresponding to the cover(s) in question.

7. Insurance premium

The insurance premium is calculated according to the nature of the risk and the reference value of the insured Bicycle. The amount of the premium is communicated to you by the rental partner before you sign up.

The premium is payable when you hire the insured Bicycle, directly to the hire partner.

8. What to do in the event of a claim?

8.1. When to report a claim?

In the event of a claim, You must report it to Laka or the hire company as soon as You become aware of it, and within five working days in the case of accidental Damage or two working days in the case of Theft.

8.2. How to report a claim?

You can report the claim to the rental partner.

8.3. What supporting documents should I provide?

8.3.1. In all cases

- Indicate in the claim form the place, date, time and circumstances of the loss, its known or presumed causes, and the nature of the damage;
- Provide an invoice for the lock and any Accessories;
- Your identity document or your KBIS;
- Indicate any other insurance that may be involved in compensating the claim.

In addition, You must provide any document that the Insurer considers necessary to assess the validity of its claim for Compensation. If necessary, the Insurer may carry out an expert appraisal of the insured Bicycle or decide to establish the materiality of the damage using a remote video process.

The insured Bicycle for which the Insurer takes responsibility in the event of total loss will automatically become the property of the Insurer in the event of full Compensation for the insured Bicycle (Article L121-14 of the Insurance Code). In this respect, following indemnification of your electrically assisted vehicle following Material Damage, You must return to the Insurer the keys, charger and display of the insured Bicycle, as well as the identifier and access code linked to the marking number of the Bicycle if applicable.

8.3.2. In the event of Theft

- Accompany your declaration with a police complaint and its receipt in the event of theft;

8.3.3. In the event of economically reparable accidental Damage

- Send a repair estimate;
- Once the estimate has been approved by Laka, send the paid repair invoice.

8.4. Misrepresentation

Any concealment, intentional misrepresentation, omission or inaccuracy in the declaration of the circumstances referred to in the previous article is punishable, even if it has no influence on the claim:

- in the event of bad faith on your part, by the nullity of the contract on the basis of article L113-8 of the Insurance Code. Independently of the ordinary grounds for nullity and subject to the provisions of article L132-26 of the Insurance Code: 'the insurance contract is null and void in the event of concealment or intentional misrepresentation on the part of the Member, when this concealment or misrepresentation changes the subject of the risk or reduces the Insurer's opinion of it, even though the risk omitted or misrepresented by the insured had no influence on the claims. Premiums paid shall then be forfeited to the Insurer, who shall be entitled to payment of all premiums due by way of damages [...]';

- if your bad faith is not established, by a reduction in the indemnity in proportion to the premiums paid compared to the premiums that would have been due if the risk had been accurately and completely declared on the basis of article L113-9 of the Insurance Code: 'omission or inaccurate declaration on the part of the Member whose bad faith is not established does not entail the nullity of the insurance. If it is established before any claim, the Insurer has the right either to maintain the contract, subject to an increase in the premium accepted by the Member, or to cancel the contract ten days after notification sent to the Member by registered letter, refunding the portion of the premium paid for the time during which the insurance is no longer in force. In the event that the declaration is made only after a claim has been made, the indemnity shall be reduced in proportion to the rate of premium paid in relation to the rate of premium that would have been due if the risks had been fully and accurately declared".

8.5. Lapse of guarantee

Under the terms of Article L 113-2 of the French Insurance Code, if you fail to fulfil any of your contractual obligations, including in the event of late notification of a claim, we may cancel your cover, i.e. you will lose the right to compensation for the claim in question.

9. Prescription

In accordance with the provisions of article L.114-1 of the French Insurance Code, any action arising from an insurance contract is time-barred after two years from the event giving rise to it.

However, this period does not run:

- in the case of concealment, omission, false or inaccurate statement of the risk, only from the day when the Insurer became aware of it,
- in the event of a claim, only from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When Your action against the Insurer is based on recourse by a third party, the limitation period only runs from the day on which this third party took legal action against the insured or was compensated by the insured.

In accordance with article L.114-2 of the Insurance Code, the limitation period is interrupted by one of the ordinary causes of interruption of the limitation period:

- any legal action, even in summary proceedings;
- any precautionary measure taken in application of the Code of Civil Enforcement Procedures or any act of forced execution;
- any acknowledgement by the Insurer of the insured's right to cover, or any acknowledgement of debt by the insured to the Insurer.

It is also interrupted:

- by the appointment of experts following a claim;
- by a registered letter with acknowledgement of receipt sent by:
 - the Insurer to You with regard to the action for payment of the premium;
 - You to the Insurer for payment of the indemnity.

In accordance with article L.114-3 of the Insurance Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of its suspension or interruption.

10. Request for information and complaint

If you have any queries before taking out a policy, please contact:

Laka Cylantro - Service commercial
12 Avenue Jacques Bujault 79000 NIORT
email: contact@cylantro.eu

If you have any queries after taking out the policy, please contact:

Laka Cylantro - Service gestion
12 Avenue Jacques Bujault 79000 NIORT
email: gestion@cylantro.eu

If you are dissatisfied with your membership, please contact:

Laka Cylantro - Service Réclamations
12 Avenue Jacques Bujault 79000 NIORT
email: reclamations@cylantro.eu

If you are not satisfied with the response you receive, you can submit your claim to the Insurer. You can contact this department:

CARMA - Service Consommateurs
CP 8004 - 91008 ÉVRY Cedex
email: fr_conso_carma@carrefour.com

In all cases, you will receive an acknowledgement of receipt within a maximum of 10 working days from the date your claim is sent, unless you receive a reply within this period.

The Insurer undertakes to provide you with a definitive response within a maximum of two months from the date your claim is sent. If these deadlines cannot be met due to exceptional circumstances, the Insurer will keep you informed.

If, despite the intervention of the Consumer Affairs Department, there is still a disagreement, you can contact the Insurance Ombudsman online at <http://www.mediation-assurance.org>.

You can also contact the Mediation officer by post at the following address:

La Médiation de l'assurance
TSA 50110
75441 PARIS CEDEX 09

You may refer the matter to the Mediation officer if:

- You can prove that you have first tried to resolve the dispute directly with the insurer by means of a written complaint, in accordance with the procedures set out above, and;
- no action is being or has been taken; the Mediation officer must relinquish jurisdiction if legal action has been taken during the investigation of the case.

In the event of a manifestly unfounded or abusive request, the Insurance Mediation officer is free to relinquish jurisdiction and will inform the parties accordingly.

The above provisions are without prejudice to the exercise of other legal remedies.

11. Protection of your personal data

11.1. Opposition to cold calling

Consumers who do not wish to be subject to commercial canvassing by telephone by a professional with whom they have no pre-existing contractual relationship may register free of charge on the telephone canvassing opposition list on the website www.bloctel.gouv.fr or by post to OPPOSETEL - Service Bloctel - 6 rue Nicolas Siret - 10000 Troyes.

11.2. Information on personal data protection

Identification of the data controller

The purpose of these General Conditions is to provide you with more detailed information about the processing of your personal data by the data controllers listed below.

The Insurer is responsible for processing the operations described below:

- Claims analysis and management and related operations;
- Claims management;
- Management of data relating to actuarial studies and technical statistics.

Cylantro, in its capacity as broker and management delegate for your contract, is "data controller" for all technical and essential processing resources required to manage contracts:

- Contract subscription;
- Management of contract life;
- Collection of premiums and remittance to the Company;
- Premium collection (amicable and contentious);
- Claims management within the limits of the powers granted (property and bodily injury);
- Claims management;
- Archiving of documents and accounting records relating to your insurance contract.

Data processing purposes and legal basis

The purpose of data processing is to satisfy your request and to enable pre-contractual measures, underwriting, management and subsequent performance. In this respect, it may be used by the Insurer, the broker or the broker's subcontractors for the purposes of collection, statistical and actuarial studies, exercising recourse and managing claims and litigation, examining, assessing, controlling and monitoring risk, and complying with legal, regulatory and administrative obligations. This information may also be used as explained below, and to combat insurance fraud.

The legal basis for these purposes is the conclusion and performance of the insurance contract.

Additional information concerning personal data not collected from you.

Specific clause concerning fraud

You are also hereby informed that the Insurer and Cylantro, by delegation, are implementing a system designed to combat insurance fraud, which may lead to your being placed on a list of persons presenting a risk of fraud, which may result in a longer review of your file, or even the reduction or refusal of a right, benefit, contract or service offered by Cylantro. In this context, personal data

concerning you (or persons involved or interested in the contract) may be processed by all authorized persons working in the departments of Insurer and Cylantro. This data may also be used by authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; social or professional organizations; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organizations authorized by law and, where applicable, victims of fraud or their representatives).

Specific clause relating to regulatory obligations

In application of the provisions of the French Monetary and Financial Code, the collection of a certain amount of personal information is mandatory for the purposes of combating money laundering and the financing of terrorism.

You may exercise your right of access by contacting the Commission Nationale de l'Informatique et des Libertés, 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

In application of the provisions of article 1649 ter of the French General Tax Code, the collection and communication of personal information relating to your contract are transmitted by the Insurer to the Direction Générale des Finances Publiques (DGFIP) for inclusion in the life insurance contract file (FICOVIE). This information is also available on request from your local tax office. You have the right to rectify this information by contacting the Insurer.

Recipients or categories of recipients

Your personal data may be communicated to the Insurer, as well as to partners, intermediaries, reinsurers, professional bodies, social organizations, subcontractors and service providers, within the necessary limits of the tasks they are required to perform or which are entrusted to them. In addition, in order to comply with legal and regulatory obligations, data processors may communicate personal data to legally authorized administrative and judicial authorities.

Location of your personal data processing

The Insurer has adopted internal data protection and IT security standards to guarantee the protection and security of your data. Your data is hosted on a secure server. In the case of processing carried out by external partners outside the Insurer, particular care is taken to ensure that the location of processing operations, their level of security (operational and technical) and the level of personal data protection in the recipient country are equivalent to that required by European regulations. The processing operations currently carried out outside the European Union are infrastructure supervision operations (monitoring of IT platforms, solution operability or backup management), mainly carried out by our banking partners and software publishers. At any time, you can find out about the countries, recipients and processing operations concerned, their purposes, and the regulatory or contractual guarantees from which this data benefits at the following Internet address: cylantro.eu

Laka has adopted internal data protection and IT security standards to guarantee the protection and security of your personal data. Laka's personal data protection charter is available on the cylantro.eu website.

The Laka data centers where your data is hosted are all located in France. For further information on the internal measures taken by Laka to protect the integrity of and access to your data, please consult Laka's data protection charter, which is freely available on the cylantro.eu website.

Retention periods

Your personal data may be kept for as long as is necessary for the performance of the contract, plus any statute of limitations and subject to legal and regulatory retention obligations.

Exercising your rights

Within the framework of the processing that we carry out, you have the following rights under the conditions laid down by law:

- A right of access: You have the right to be informed of the personal data we hold about you, and to request that we disclose all such data to you;
- A right of rectification: You can ask us to correct your personal data, particularly in the event of a change in your situation;
- A right of deletion: You may ask us to delete your personal data, particularly if it is no longer required, or if you withdraw your consent to the processing of certain data, unless there is another legal basis for such processing;
- The right to define instructions concerning the fate of your personal data in the event of your death.
- The right to restrict processing: You can ask us to limit the processing of your personal data;
- The right to data portability: You have the right to retrieve in a structured format the data you have provided to us when such data is necessary for the contract or when you have consented to the use of such data;
- Where technically possible, this data can be transmitted directly to the data controller of your choice;
- Right of withdrawal: You have the right to withdraw your consent to processing on this basis. This withdrawal is valid for the future and does not call into question the lawfulness of processing already carried out. Withdrawal of consent may render performance of the contract impossible, but is not a cause for termination recognized by insurance law. However, the withdrawal of data necessary for the performance of the contract, and in particular for checking the relevance of mutual commitments, is likely to render the performance of the contract impossible, insofar as this data forms part of the consent of the parties to the contract. In such a case, this impossibility of performance may be a contractually defined cause for forfeiture of warranty;
- Right to object: You may object to the processing of your personal data, in particular concerning commercial prospecting, at the address below.

You can exercise these rights by sending a simple request to the following addresses after providing proof of your identity:

- to Laka by sending an e-mail to dpo@cylantro.eu or by post to the following address: Laka Cylantro - Protection des Données personnelles 12, Avenue Jacques Bujault, 79000 NIORT;
- to the Insurer: at the following address Service Consommateurs CARMA, CP 8004, 91008 Évry Cedex, indicating your surname, first name, e-mail, address and, if possible, your customer reference.

Right to lodge a complaint

You may also lodge a complaint with the Commission Nationale Informatique et Liberté, 3 Place de Fontenoy- TSA 80715-75334 PARIS CEDEX 07.

Contact details for the Data Protection Officer

If you have any queries, please contact the Data Protection Officer:

- for Cylantro, underwriting and management delegate: by e-mail to dpo@cylantro.eu or by post to Cylantro - Protection des Données personnelles 12, Avenue Jacques Bujault, 79000 NIORT;
- for the Insurer, at Carrefour Service du Délégué à la Protection des Données (DPO) Carma, at the following address:

Carrefour Assurance
Service Consommateurs
CP 8004, 91008 Evry Cedex

12. Information on legal guarantees

Subscription to the 'Assurance Vélo Laka' insurance policy shall not prevent You from benefiting from the legal warranty relating to hidden defects within the meaning of Articles 1641 to 1649 of the French Civil Code, as well as the warranty relating to defects in conformity within the meaning of Articles L 217-3, L 217-4, L 217-5, L 217-7 and L 217-13 of the French Consumer Code.

Membership is not to be confused with the aforementioned legal guarantees, nor does it replace them. (The articles concerned, which must be mentioned, are listed below in French).

Article L.217-3 du Code de la consommation :

Le vendeur délivre un bien conforme au contrat ainsi qu'aux critères énoncés à l'article L.217-5. Il répond des défauts de conformité existant au moment de la délivrance du bien au sens de l'article L.216-1, qui apparaissent dans un délai de deux ans à compter de celle-ci.

Dans le cas d'un contrat de vente d'un bien comportant des éléments numériques :

1° Lorsque le contrat prévoit la fourniture continue d'un contenu numérique ou d'un service numérique pendant une durée inférieure ou égale à deux ans, ou lorsque le contrat ne détermine pas la durée de fourniture, le vendeur répond des défauts de conformité de ce contenu numérique ou de ce service numérique qui apparaissent dans un délai de deux ans à compter de la délivrance du bien ;

2° Lorsque le contrat prévoit la fourniture continue d'un contenu numérique ou d'un service numérique pendant une durée supérieure à deux ans, le vendeur répond des défauts de conformité de ce contenu numérique ou de ce service numérique qui apparaissent au cours de la période durant laquelle celui-ci est fourni en vertu du contrat.

Pour de tels biens, le délai applicable ne prive pas le consommateur de son droit aux mises à jour conformément aux dispositions de l'article L.217-19.

Le vendeur répond également, durant les mêmes délais, des défauts de conformité résultant de l'emballage, des instructions de montage, ou de l'installation lorsque celle-ci a été mise à sa charge par le contrat ou a été réalisée sous sa responsabilité, ou encore lorsque l'installation incorrecte, effectuée par le consommateur comme prévu au contrat, est due à des lacunes ou erreurs dans les instructions d'installation fournies par le vendeur.

Ce délai de garantie s'applique sans préjudice des articles 2224 et suivants du code civil. Le point de départ de la prescription de l'action du consommateur est le jour de la connaissance par ce dernier du défaut de conformité.

Article L.217-4 du Code de la consommation :

Le bien est conforme au contrat s'il répond notamment, le cas échéant, aux critères suivants :

1° Il correspond à la description, au type, à la quantité et à la qualité, notamment en ce qui concerne la fonctionnalité, la compatibilité, l'interopérabilité, ou toute autre caractéristique prévues au contrat ;

2° Il est propre à tout usage spécial recherché par le consommateur, porté à la connaissance du vendeur au plus tard au moment de la conclusion du contrat et que ce dernier a accepté ;

3° Il est livré avec tous les accessoires et les instructions d'installation, devant être fournis conformément au contrat ;

4° Il est mis à jour conformément au contrat.

Article L.217-5 du Code de la consommation :

I.-En plus des critères de conformité au contrat, le bien est conforme s'il répond aux critères suivants :

1° Il est propre à l'usage habituellement attendu d'un bien de même type, compte tenu, s'il y a lieu, de toute disposition du droit de l'Union européenne et du droit national ainsi que de toutes les normes techniques ou, en l'absence de telles normes techniques, des codes de conduite spécifiques applicables au secteur concerné ;

2° Le cas échéant, il possède les qualités que le vendeur a présentées au consommateur sous forme d'échantillon ou de modèle, avant la conclusion du contrat ;

3° Le cas échéant, les éléments numériques qu'il comporte sont fournis selon la version la plus récente qui est disponible au moment de la conclusion du contrat, sauf si les parties en conviennent autrement ;

4° Le cas échéant, il est délivré avec tous les accessoires, y compris l'emballage, et les instructions d'installation que le consommateur peut légitimement attendre ;

5° Le cas échéant, il est fourni avec les mises à jour que le consommateur peut légitimement attendre, conformément aux dispositions de l'article L.217-19 ;

6° Il correspond à la quantité, à la qualité et aux autres caractéristiques, y compris en termes de durabilité, de fonctionnalité, de compatibilité et de sécurité, que le consommateur peut légitimement attendre pour des biens de même type, eu égard à la nature du bien ainsi qu'aux déclarations publiques faites par le vendeur, par toute personne en amont dans la chaîne de transactions, ou par une personne agissant pour leur compte, y compris dans la publicité ou sur l'étiquetage.

II.-Toutefois, le vendeur n'est pas tenu par toutes déclarations publiques mentionnées à l'alinéa qui précède s'il démontre :

1° Qu'il ne les connaissait pas et n'était légitimement pas en mesure de les connaître ;

2° Qu'au moment de la conclusion du contrat, les déclarations publiques avaient été rectifiées dans des conditions comparables aux déclarations initiales ;

ou 3° Que les déclarations publiques n'ont pas pu avoir d'influence sur la décision d'achat. III.-Le consommateur ne peut contester la conformité en invoquant un défaut concernant une ou plusieurs caractéristiques particulières du bien, dont il a été spécifiquement informé qu'elles s'écartaient des critères de conformité énoncés au présent article, écart auquel il a expressément et séparément consenti lors de la conclusion du contrat.

Article L.217-7 du Code de la consommation :

Les défauts de conformité qui apparaissent dans un délai de vingt-quatre mois à compter de la délivrance du bien, y compris du bien comportant des éléments numériques, sont, sauf preuve contraire, présumés exister au moment de la délivrance, à moins que cette présomption ne soit incompatible avec la nature du bien ou du défaut invoqué.

Pour les biens d'occasion, ce délai est fixé à douze mois.

Lorsque le contrat de vente d'un bien comportant des éléments numériques prévoit la fourniture continue d'un contenu numérique ou d'un service numérique, sont présumés exister au moment de la délivrance du bien les défauts de conformité qui apparaissent :

1° Durant un délai de deux ans à compter de la délivrance du bien, lorsque le contrat prévoit cette fourniture pendant une durée inférieure ou égale à deux ans ou lorsque le contrat ne détermine pas la durée de fourniture ;

2° Durant la période durant laquelle le contenu numérique ou le service numérique est fourni en vertu du contrat, lorsque celui-ci prévoit cette fourniture pendant une durée supérieure à deux ans.

Article L.217-13 du Code de la consommation :

Tout bien réparé dans le cadre de la garantie légale de conformité bénéficie d'une extension de cette garantie de six mois. Dès lors que le consommateur fait le choix de la réparation mais que celle-ci n'est pas mise en œuvre par le vendeur, la mise en conformité par le remplacement du bien fait courir, au bénéfice du consommateur, un nouveau délai de garantie légale de conformité attaché au bien remplacé. Cette disposition s'applique à compter du jour où le bien de remplacement est délivré au consommateur.

Article 1641 du Code civil :

Le vendeur est tenu de la garantie à raison des défauts cachés de la chose vendue qui la rendent impropre à l'usage auquel on la destine, ou qui diminuent tellement cet usage que l'acheteur ne l'aurait pas acquise, ou n'en aurait donné qu'un moindre prix, s'il les avait connus.

Article 1648 alinéa 1 du Code civil :

L'action résultant des vices rédhibitoires doit être intentée par l'acquéreur dans un délai de deux ans à compter de la découverte du vice.