

# Voi unit General Liability

Insurance Product Information Document

Company : AXA France IARD- Registered in France under RCS n°722 057 460 R.C.S in agreement with the Code des assurances

Product : Third Party Liability for Voi Riders



This Insurance Product Information Document presents a summary of the main guarantees and exclusions of the contract. It does not take into account your specific needs and requests. You will find complete information on this product in the insurance policy.

## What is this type of insurance ?

This policy provides cover to all Voi riders in case they cause damage to a third party when using a Voi Unit.

A Voi rider is a person who is registered on the Voi Application and rents a Voi unit for personal transportation purposes.

## Definitions

**Accident** shall mean a sudden event neither expected nor intended by the Beneficiary which results in Bodily Injury to, or Damage to Property of, a third party or third parties.

**Beneficiary** or **Beneficiaries** shall mean an individual(s), registered to the Voi Application, who rents a Voi Unit for personal transportation purposes in a legally permitted territory.

**Bodily Injury** shall mean physical injury or the death of any human person

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

**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 you

**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 in the investigation or defense of any Claim which is covered under this Policy.

**Insurer** means AXA France IARD

**Voi Application** shall mean the mobile phone application used by You in order to use the Voi Unit or any other website, application, platform, integration or connection approved by Voi which enables You to use a Voi Unit (for example a “deep link” integration with a public transport provider whereby a Voi Unit can be hired via the public transport provider’s app or website).

**Voi Unit** shall mean a Voi owned electric scooter, electric bike, moped, or micromobility device not subject to any mandatory motor insurance requirements based on local regulations.

**You or the Voi Rider** shall mean an individual(s), registered to the Voi Application, who rents a Voi Unit for personal transportation purposes in a Territory and is legally permitted to ride the Voi Unit in that Territory.



## What is insured ?

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

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

The Third Party Liability Insurance Policy for Voi units has a limit of EUR 6,070,000 per accident.

Guarantees preceded by a ✓ are always provided for in the contract



## What is not insured ?

- ✗ Use of the Voi unit above the 25km/h speed limit ;
- ✗ Objects transported ;
- ✗ Financial loss
- ✗ Damages to a Voi unit
- ✗ Damages caused by a defect of a Voi Unit
- ✗ Damages arising from a Voi unit that requires motor insurance under the European Motor Insurance Directives or other applicable laws, regulations, rules or orders



## Are there any restrictions on cover ?

- ! Use of the Voi unit under the influence of drugs or alcohol
- ! Voi rider causing Damage in a breach of local traffic laws or regulations
- ! Voi rider willfully causing an Accident



## Where am I covered ?



The insurance is valid for Voi Units used in Italy



## What are my obligations ?

### Before cover starts

- You must comply with Voi's user agreement as maintained at <https://www.voiscooters.com/voi-user-agreement-12rr/>

### During the policy

- Comply with the safety rules and the legislation in force regarding the use of Voi Units
- Always park your Voi unit safely in places deemed secure by Voi

### In the event of an Accident

Unless required by any applicable law or regulation, no indemnity will be paid for the liability of any Beneficiary who has not complied with the requirements of this section.

#### **A1 Notification responsibilities of the Beneficiaries**

A1.1 In the event of any Accident which may result in a Claim you shall:

- (1) notify Voi as soon as possible of the date of the Accident through support@voiapp.io
- (2) Take reasonable precautions to minimise any financial loss which might be caused as a result of the Accident;
- (3) Inform Voi or the Insurer of any guarantees taken out for the same risks in whole or in part with other insurers as well as any reimbursement likely to be received in respect of a claim.
- (4) Provide Voi (or the Insurer upon request) with all relevant information and documents regarding the Accident and its consequences; and
- (5) Cooperate with the Policyholder (or Insurer upon its request) to supply such proof, information and sworn declarations as the Policyholder (or the Insurer) may require within the time frame requested.

A1.2 On the receipt of a Claim from a third party, you shall:

- (1) Notify the Policyholder through support@voiapp.io as soon as possible of the date of the Accident but no later than 30 days of the date on which they receive the Claim, by :
  - (a) providing all information and documents within their possession relating to the Claim and underlying Accident;
  - (b) forwarding all relevant correspondence, court document(s) and notifications received relating to the Claim and underlying Accident;
  - (c) supplying 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
  - (d) providing to the Insurer particulars of any other insurance providing the same cover as this Policy.

## **A2 List of supporting document you need to provide**

### **A2.1 For material damages**

- (1) A detailed claim declaration specifying the causes, circumstances, nature, dates, times and location of the claim;
- (2) Voi rider's details including: first name, last name; date and location of birth; Mailing address, email and/or phone number ;
- (3) Voi's rider ID ;
- (4) Voi's rental history available on your Voi application;
- (5) provide to the Insurer particulars of any other insurance providing the same cover as this Policy;
- (6) Details of the third party involved in the accident : first name, last name ; Mailing address, email and/or phone number ; Third party's insurer and insurance contract's number.

### **A2.2 For bodily injuries damages**

- (1) The same document asked for material damages, and
- (2) All medical documents related to the Accident

## **A3 Control of Claims**

A3.1 You 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 Defense Costs without the Insurer's prior written consent (such consent not to be unreasonably withheld or delayed).

A3.2 The Insurer shall:

- (1) be entitled to take over and conduct in your name and in such manner as the Insurer may in its absolute discretion think fit, the defence or settlement of any Claim; and
- (2) otherwise have absolute discretion in the conduct of any proceedings and in the settlement of any Claim,
- (3) Notwithstanding (1) and (2) Voi shall have the right to cooperate in the defence of any Claim,

whether or not any payment has been made under this Policy.

## **A4 Discharge of Liability**

A4.1 The Insurer may at any time pay to you 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,).

A4.2 If you 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.

A4.3 Upon such payment being made, the Insurer shall relinquish the conduct and control of, and be under no further liability in connection with, such Claim.

## **A5 Fraudulent Claims**

A5.1 In the event that a fraudulent claim is made under this Policy by or on your behalf:

- (1) the Insurer may recover from you any sums paid by the Insurer in respect of the claim; and
- (2) in addition, the Insurer may notify you that the Policy is viewed as having been terminated with effect from the time of the fraudulent act solely in relation with you.

**A6 Other Insurance**

A6.1 If any liability covered under this Policy is also covered wholly or in part under any other valid liability insurance held by you:

- (1) You must inform the Insurer of the existence of such other insurance when notifying a Claim; and
- (2) the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other valid liability insurance policy or policies had this Policy not been purchased.

**A7 Subrogation**

A7.1 On making any payment in respect of any liability in relation to which cover is available under this Policy, the Insurer may in your 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. In that case you shall also provide all such reasonable assistance as the Insurer may require in relation to such recovery.

A7.2 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. In that case you 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.

**A8 Insurer's right to seek reimbursement from you**

A8.1 Upon settlement of a Claim, the Insurer will be entitled to seek reimbursement from you for any amounts paid in connection with an Accident to the extent that such Accident was caused by:

- (1) the deliberate actions or omissions from you or from any person(s) for whom you are personally responsible according to applicable law; or
- (2) any Unauthorised Use of a Voi Unit, including where:
  - (i) the Accident was caused by a breach of local traffic laws or regulations;
  - (ii) You were driving the Voi unit under the influence of drugs or alcohol;
  - (iii) You were under the legal age required to use a Voi Unit at the time of the Accident.
  - (iv) the Accident resulted in Damage to Property of, or Bodily Injury to, passengers being carried on a Voi Unit.



### When and how do I pay ?

Your insurance is provided and paid for by Voi and is included in your rental. There is no additional charge for you.



### When does the cover starts and end ?

Your cover starts when you unlock your Voi Unit via the Voi application and ends when the ride has ended and you have locked your Voi Unit via the Voi Application.



### Privacy Notice

This Privacy Notice describes how the Insurer collects and uses your personal information or the personal information of claimants and other parties when the Insurer is providing their insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. The Insurer may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship the Insurer has with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because the Insurer operates as part of a global business, the Insurer may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [service.informationclient@axa.fr](mailto:service.informationclient@axa.fr)

The Insurer is committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that the Insurer has not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see the Insurer's full privacy notice at: [www.axa.fr/donnees-personnelles.html](http://www.axa.fr/donnees-personnelles.html)

### Applicable law

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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