

# Voi unit Personal Accident

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 : Personal Accident 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 are a victim of an Accident and suffered permanent disablement or die within 12 months from the consequences of the Accident.

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 unexpected unforeseen incident which occurs at an identifiable time and place. An Accident is deemed to include an unprovoked Assault on a Beneficiary.

**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.

**Insurer** means AXA France IARD

**Next of kin** shall mean the Beneficiary's surviving spouse or partner, failing whom the Beneficiary's dependent children and then any other existing children, living or represented, in equal shares, as well as the children adopted by the deceased Beneficiary, failing whom the Beneficiary's heirs in equal shares.

**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 Personal accident Insurance Policy covers the Beneficiaries in the event of permanent disablement or accidental death suffered by You:

- ✓ Accidental death : EUR 50.000
- ✓ Permanent disablement : up to EUR 50.000

**Maximum Event Limit:** Where more than one Beneficiary is involved in the same Accident caused by the same event, the Insurer's commitments shall be capped at EUR 10.000.000

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 ;
- ✗ Carrying one or more passengers on the Voi unit
- ✗ Your active participation in war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, insurrection, terrorism or military or usurped power;
- ✗ Using the Voi unit under the influence of drugs or alcohol (above local authorized rate);
- ✗ committing or attempting to commit suicide or any self-inflicted injury;
- ✗ Deliberate acts or omissions, or intentional misrepresentation from You;
- ✗ accidents which occurred outside of the covered period;
- ✗ illness unless it is the direct result of an Accident.



## Are there any restrictions on cover ?

- ! For the permanent disablement, a franchise of 15% each and every claim will be applied



## Where am I covered ?



The insurance is valid for Voi Units used in Germany



## 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 damages 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

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.

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

A2.1 For any event

- (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 Accidental death

- (1) the first medical report stating the death of the Beneficiary and the precise cause of death,
- (2) the police report if available,
- (3) the notice or certificate of death,
- (4) the statutory documents (deed setting out the identity of the heirs or certificate of inheritance) establishing the capacity of the Beneficiary(ies) and the name and address of the notary entrusted with the liquidation of the estate on death.

A2.3 For Accidental permanent disablement

- (1) Accident statement (document describing the circumstances of the Accident) or police report
- (2) the initial Medical Certificate specifying the date of the incident, describing the nature of the injuries and including a precise diagnosis,
- (3) any Medical Certificate enabling the Insurer to assess the extent of the injuries.

### **A3 Claim settlement**

#### Assessment of loss or damage

A3.1 The Beneficiary (You), your statutory representative, the Next of Kin or the Policyholder hereby undertake to submit to the Insurer all items and documents allowing it to assess whether the claim filed lies within the scope of the requested cover.

**A3.2 WHERE YOU REFUSE, WITHOUT ANY LEGITIMATE REASON, TO PROVIDE THESE ITEMS OR DOCUMENTS OR UNDERGO A MEDICAL EXAMINATION BY AN EXPERT MEDICAL PRACTITIONER APPOINTED BY THE INSURER AND WHERE, AFTER NOTICE SERVED 14 DAYS IN ADVANCE BY REGISTERED MAIL, HE PERSISTS IN SUCH REFUSAL, THE BENEFICIARY OR THE NEXT OF KIN SHALL FORFEIT ALL RIGHTS TO COMPENSATION.**

A3.3 If additional Medical Certificates or other supporting documentation are necessary, the Beneficiary (You), his statutory representative, the Next of Kin or the Policyholder shall be personally informed thereof by letter.

A3.4 The Insurer must discuss with the Policyholder any claim where it is considering making an ex-gratia payment to a claimant and agree the terms of such payment with the Policyholder in advance.

#### Independent aggravation due to accidental or pathological causes

A3.5 If the consequences of an Accident are aggravated by the personal condition, by the existence of a prior disablement, by an empirical treatment, or by the refusal or negligence of the Beneficiary (You) to take the medical treatment required by his condition, the compensation shall not be calculated with respect to the actual consequences of the case, but to those that would have ensued for a subject in a normal state of health taking rational and adequate medical treatment.

#### Expertise

A3.6 In case of disagreement between us or your Next of Kin, each of them shall appoint an expert. If the experts thus appointed disagree, a third-party expert shall be appointed by the presiding judge of the court with geographic jurisdiction over the location of the Beneficiary's home.

A3.7 This appointment shall take place upon mere request submitted by the first party to act no earlier than 15 days following dispatch to the other party of a registered letter of formal notice with acknowledgement of receipt.

A3.8 Each party shall pay its expert's costs and fees and, where applicable, half of the fees of the third-party expert and of the costs of the latter's appointment.

A3.9 No action shall be brought against the Insurer as long as the third-party expert has not ruled on the dispute.

#### Settlement period

A3.10 The proceeds shall be payable without interest within 10 business days as of determination of the amount thereof. The payment of the proceeds shall be final and shall release the Insurer from liability for any subsequent recourse pertaining to the incident or the consequences thereof.

#### Claims settlement

A3.11 In the case of Beneficiaries domiciled in a member country of the European Economic Area (EEA), payment of the loss shall be made by the Insurer directly to the Beneficiary (ies).

A3.12 In respect of Beneficiaries domiciled outside a member country of the European Economic Area (EEA), payment of the loss shall be made by the Insurer directly to the Beneficiary (ies) provided that the country of the latter is not part of the Insurer's Sanctions Risk Countries/Territories list.

#### **A4 Other Insurance**

A4.1 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.

#### **A5 Subrogation**

A5.1 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.

A5.2 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.



## 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