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.

# Personal Accident 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: Personal Accident Insurance (01.01.2023 – 31.12.2023)

This Insurance Product Information Document (IPID) provides a summary of key information about the Personal Accident Insurance policy ("Policy"). It is therefore <u>not complete</u>. 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 Personal Accident 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).

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## What is insured?

The Personal Accident Insurance Policy provides cover for

- Permanent Disability caused by Road Accident or
- ✓ Death caused by Road Accident

#### Who is insured?

 An individual who is registered to the Superpedestrian Application and who rents a Superpedestrian Unit for personal transportation purposes.



#### What is not insured?

- X Any Accident that does not arise from the use of a Superpedestrian Unit
- X Any Accident that is not a Road Accident
- X Payments in case of Permanent Disability below threshold of 15% disability
- X The Unauthorised Use of a Superpedestrian Unit including improper use of a Customer's log-in credentials or Commercial Use of the Superpedestrian Unit
- X Any Use of a Superpedestrian Unit where passengers are being carried
- Any use of a Superpedestrian Unit because of the consumption of alcohol above the legal maximum limit or nonprescribed medicine or drugs
- X Road Accident caused intentionally by a Beneficiary resulting from his/her:

✓ An individual who uses a

Superpedestrian Unit with the explicit consent of a user registered to the Superpedestrian Application. 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

#### Insured sum

- ✓ In case of Permanent Disability: Lump sum up to 50,000€ or the equivalent amount in local currency (see local documents). (Rate determined by degree of disability and above the minimum threshold of 15% disability as result of a Road Accident)
- ✓ In case of death: Lump sum of 50,000€, or the equivalent amount in local currency (see local documents).

participation in a crime, an offense or a fight, except in cases of self-defence

X Any claims resulting from, arising out of or relating to any Pandemic outbreak including the Covid-19 virus



## Are there any restrictions on cover?

Endorsements may apply to this Policy. These will be shown in the Insurance Terms and Conditions.



## Where am I covered?

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



### What are my obligations?

You must:

- Take all the necessary medical steps to insure that Your condition is stable.
- Comply with the Insurance Terms and Conditions.



#### 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 Personal Accident 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:

Country	City
Italy	Whole country
Portugal	Whole country
France	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

#### Personal Accident Insurance

You are insured for Permanent partial/total Disability and death resulting from the use of a Superpedestrian Unit. The indemnity is limited to 50,000 Euro per claim or the equivalent amount in local currency (see local documents). Permanent Disability will be assessed according to the severity of the Disability. The indemnity in case of death is limited to 50,000 Euro per claim or the equivalent amount in local currency (see local documents).

## **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, police report, medical report) and the extent of the damage.

#### 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. Please notify Your damage quickly through the Superpedestrian Application or through 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.

## **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 Controle 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) 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: <u>The European overview website</u>

#### **National Supervisory Authority**

For complaints from all lines of insurance, You can contact

- the Supervisory Authority responsible for Us, L'Autorité de Controle 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: <u>https://www.eiopa.europa.eu/register-licensed-insurance-undertakings\_en</u>

Country	Website	Hungary:	https://www.mnb.hu/en/ Magyar Nemzeti Bank
Austria:	https://www.fma.gv.at/		1054 Budapest, Szabadság tér 9.
	Financial Market Authority		1850 Budapest
	Otto-Wagner-Platz 5		
	A-1090 Wien	Italy:	https://www.ivass.it/
Deleisures	https://www.foma.ha/an		Institute for insurance
Belgium:	https://www.fsma.be/en Financial Services and Markets		supervision
	Authority		Servizio Tutela del Consumatore
	Rue du Congrès/		Via del Quirinale, 21 00187 Roma
	Congresstraat 12-14,		21 00107 R011a
	1000 Brussels	Norway:	https://www.finanstilsynet.no
		Norway.	Finanstilsynet Financial
Bulgaria:	https://www.fsc.bg		Supervisory Authority
	Financial Supervision		Revierstredet 3,
	Commission		P.O. Box 1187 Sentrum
	16 Budapeshta str.		NO-0107 Oslo
	1000 Sofia		
Czech	https://www.cnb.cz/cs/	Poland:	https://www.knf.gov.pl/en/
Republic:	Česká národní banka		Komisja Nadzoru Finansowego
Republic.	Na Příkopě 864/28		ul. Piękna 20 skr. poczt. 419 00-549 Warsaw
	115 03 Praha 1		00-349 Walsaw
		Portugal:	https://www.asf.com.pt/
Denmark:	https://virksomhedsregister.	. ertegen	Autoridade de Supervisão de
	finanstilsynet.dk		Seguros e Fundos de Pensões
	Finanstilsynet		Av. da República 76,
	Århusgade 110 2100 København Ø		1600-205 Lisboa
		Descrite	
Finland:	https://www.finanssivalvonta.fi/	Romania:	https://asfromania.ro/ Insurance Supervisory
	Finanssivalvonta		Commission
	P.O. Box 103		Splaiul Independenței No. 15
	00101 Helsinki		District 5
_			Postal Code 05009
France:	https://acpr.banque-france.fr/en L'Autorité de Controle Prudentiel		Bucharest
	et de Résolution		
	4 Place de Budapest,	Spain:	http://www.dgsfp.mineco.es/
	CS 92459,		Dirección General de Seguros y Fondos de Pensiones
	75436 Paris Cedex 09		Avenida del General Perón, 38
			28020 Madrid
Germany:	https://www.bafin.de		20020 Maana
	Bundesanstalt für	Sweden:	https://www.fi.se/
	Finanzdienstleistungsaufsicht		Finansinspektionen
	Marie-Curie-Str. 24-28		Box 7821
	60439 Frankfurt am Main		103 97 Stockholm
Greece:	https://www.bankofgreece.gr		https://www.foo.org.uk/
2.0000.	Bank of Greece	UK:	https://www.fca.org.uk/ FCA Head Office
	21 El. Venizelos Str.		12 Endeavour Square
	GR 102 50 Athens		London E20 1JN

#### INSURANCE TERMS AND CONDITIONS

#### **Personal Accident Insurance**

#### A. General information

Pursuant to these Insurance Terms and Conditions AWP P&C S.A. – Dutch Branch with registered office in the Netherlands (hereinafter "**Insurer**") provides insurance coverage as set out herein. Some words and phrases have specific meanings and are defined within these Insurance Terms and Conditions. For easier reading, they are formatted with capital letters.

#### B. Definitions

These definitions apply throughout the Insurance Terms and Conditions.

#### B1. General Definitions

**Consolidation**: shall mean a statement made by an authorized Physician determining the date from which the Beneficiary's condition, when injured, is considered permanent and presumed definitive because no treatment is likely to bring about a significant change in the Beneficiary's condition.

Country of Rental: The country where You have used a Superpedestrian Unit

**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 a Superpedestrian Unit, whichever is the earliest.

Customer: means any natural person who is registered to the Superpedestrian Application.

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

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 LisbonPortugal	Portugal
Superpedestrian Spain S.L.	C Balmes, Num. 76 Planta Pra Puerta 1ª 08007 Barcelona, Spain	Spain

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

Superpedestrian	23 Rue d'Anjou	Franco
France SAS	75008 Paris, France	France

**Insurance Terms and Conditions**: means the terms and conditions setting out the rights and obligations of the Beneficiary. These terms and conditions are subject to amendment and distribution as required by local legislation. The master terms and conditions are provided in English but the local language in any territory will be the definitive version.

**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.

**Permanent Disability**: permanent loss, partial or total loss of a person's functional capacity as established by a Physician when the Consolidation has been determined

**Permanent Disability Degree**: degree of Permanent Disability is determined by a Physician using the Permanent Disability Table

Permanent Disability Table: Disability degree as defined in the table of injuries:

	TYPE OF INJURY	DEGREE OF
		INJURY
	BURNS/FROSTBITES (2nd and 3rd degree)	
1.	Burns/frostbites involving 5 – 15% of body surface	10
2.	Burns/frostbites involving 16 – 30% of body surface	25
3.	Burns/frostbites involving more than 30% of body surface	45
	COMPLETE LOSS OF THE SENSES	
4.	One eyeball or sight in one eye	30
5.	Both eyeballs or sight in both eyes	100
6.	Hearing in one ear	30
7.	Hearing in both ears	60
8.	Smell	10
9.	Tongue and sense of taste together	50
	COMPLETE LOSS OF THE ORGANS	
10.	Loss of a pulmonary lobe	50
11.	Loss of the spleen	15
12.	Loss of one kidney	20
13.	Loss of both kidneys	50
14.	Loss of the stomach	20
15.	Loss of the small or large intestine (over 50% of the organs' length)	20
16.	Loss of the liver (over 50% pf the parenchyma)	20
	LOSS OF EXTREMITY OR CONTROL OF INDIVIDUAL EXTREMITIES	
17.	Upper extremity at the shoulder joint	70
18.	Upper extremity above the elbow joint and below the shoulder joint	65
19.	Upper extremity below the elbow joint and above the wrist	60
20.	Upper extremity below or at the level of the wrist	55
21.	Lower extremity above the mid-thigh	70
22.	Lower extremity below the mid-thigh and above the knee joint	60
23.	Lower extremity below the knee joint and above the mid part	50
24.	Lower extremity below the mid-calf and above the foot	45
25.	Lower extremity — the foot at the ankle joint	40
26.	Lower extremity — the foot excluding the heel	30
	LOSS OF FINGERS/TOES (partial loss means the loss of a fragment of bone)	
27.	Complete loss of the thumb	20
28.	Partial loss of the thumb	10

29.	Complete loss of the index finger	10
30.	Partial loss of the index finger	5
31.	Complete loss of other finger	5
32.	Partial loss of other finger	2
33.	Complete loss of the hallux	5
34.	Partial loss of the hallux	2
35.	Complete loss of other toe	2
	FRACTURES	
36.	Fractures of the bones forming the pelvis, bones of the hip (except for isolated	
00.	fractures of the public bone or the ischium, or the coccyx), within the hip (acetabulum,	
	proximal epiphysis of the femur, trochanters, sub- and trans-trochanteric fractures)	
	a) comminuted open fracture	25
	b) other open fractures	10
	c) other comminuted fractures	8
	d) other fractures	5
37.	Fractures of the humerus/femur	_
	a) comminuted open fracture	15
	b) other open fractures	10
	c) other comminuted fractures	8
	d) other fractures	3
38.	Fracture of the shin bones	
	a) comminuted open fracture	10
	b) other open fractures	8
	c) other comminuted fractures	5
	d) other fractures	3
39.	Skull base and vault fracture, scapular fracture	
	a) comminuted open fracture	15
	b) other open fractures	10
	c) other comminuted fractures	8
	d) other fractures	5
40.	Fractures of the facial skeleton, jaw, thumb (thumb phalanges and the metacarpal	
	bones), index finger, patella, talus, calcaneus	
	a) comminuted open fracture	10
	b) other open fractures	6
	c) other comminuted fractures	4
	d) other fractures	2
41.	Fractures of the iliac ala, iliac spines, ischial tuberosity, vertebral body	
	a) open fracture	8
	b) other fractures	3
42.	Fractures of the ulna, radius, tibia, navicular bone, cuboid bone, cuneiform bones	
	a) comminuted open fracture	8
	b) other open fractures	6
	c) other comminuted fractures	4
	d) other fractures	2
43.	Fractures of the ribs, clavicle, sternum, fingers and toes (except for the thumb and	
	the index finger), coccyx, spinous and transverse processes of the vertebrae, pubic	
	bone, ischium	
	a) open fracture	8
	b) other fractures	3
44.	Fractures of the metatarsus and the metacarpus or the wrist	_
	a) open fracture	6
	b) other fractures	2
	DISLOCATIONS AND SPRAINS	
45.	Dislocations/sprains of the cervical spine	10
46.	Dislocations of the thoracic spine	20
47.	Dislocations of the lumbar spine	15
48.	Dislocation of the acromioclavicular joint or sternoclavicular joint	5

		_
49.	Dislocation of the shoulder joint	5
50.	Dislocation of the elbow joint	8
51.	Dislocations of the wrist joints	6
52.	Dislocation of the thumb	3
53.	Dislocation of the index finger	2
54.	Dislocation of the hip joint	12
55.	Dislocation of the knee joint	10
56.	Dislocation of the talocrural joint	5
57.	Dislocation of the Chopart's joint	5
58.	Dislocation of the Lisfranc joint	5
59.	Dislocation of the hallux joint	2
60.	Sprain of the thoracic spine	6
61.	Sprain of the lumbar spine	4
62.	Sprain of the acromioclavicular joint or sternoclavicular joint	1
63.	Sprain of the shoulder joint	2
64.	Sprain of the elbow joint	2
65.	Sprain of the wrist joints	1
66.	Sprain of the thumb	1
67.	Sprain of the index finger	1
68.	Sprain of the hip joint	3
69.	Sprain of the knee joint	3
70.	Sprain of the talocrural joint	1
71.	Sprain of the Chopart's joint	1
72.	Sprain of the Lisfranc joint	1
73.	Sprain of the hallux joint	1
74.	OTHER INJURIES	1
74.	Loss of skull's bone tissue throughout its thickness	
75.	a) on the surface of at least 6 square centimetres	30
	b) on the surface from 3 to 6 square centimetres	20
-		10
70	c) on the surface of less than 3 square centimetres	3
76.	Head injury resulting in concussion	3
77.	Loss of the teeth – at least ½ of the crown	4
-	a) incisors, canines	1
	b) other teeth, for each tooth, starting from two	1
78.	Loss of the ear	· -
	a) loss of one auricle	15
	b) loss of both auricles	25
79.	Damage to the larynx resulting in the need to permanently use a tracheal tube and	
	a) voice disorders	30
	b) complete aphonia	60
80.	Loss of the whole nose	30
81.	Loss of a mandible	50
82.	Damage to the lungs and pleura	
	a) without respiratory disorders	5
<u> </u>	b) with permanent respiratory disorder confirmed with spirometry and gas monitoring	
	examination	25
83.	Damage to the heart	
	a) with efficient cardiovascular system	15
	b) leading to circulatory insufficiency	40
84.	Damage to the sphincter resulting in permanent faceal incontinence	30
85.	Damage to the bladder or urinary tract resulting in urinary incontinence	20
86.	Loss of the penis	40
87.	Loss of one testicle or ovary	20
	Loss of the uterus	40
88.		40
89.	Cut, lacerated or crushed wound (Demanding surgical intervention)	
<u> </u>	a) in the face, neck, and palm	2
	b) in other parts of the body	1

#### 90. NO BODILY INJURY IN THE TABLE (The Table does not provide for a given injury)

Physician: shall mean a person who is legally qualified to practice medicine; doctor of medicine.

Residence: Your fiscal home, situated in Your country.

**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

Third Party: a natural or legal person, other than the Beneficiary.

Unauthorised Use shall mean:

- the use of a 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.

#### B2. Definition of insurable persons

**Beneficiary** or **Beneficiaries** or **You** or **Your** shall mean: an individual Customer(s) and any other person with a Customer's permission who :

- (i) rents a Superpedestrian Unit for personal transportation purposes in a Territory pursuant to the relevant local 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; and
- (iii) any other Permitted User.

Child(ren): child(ren) or grand-child(ren) dependent on You or Your Spouse, living with you.

Entitled Person: in descending order of priority

- (i) the person the Beneficiary has designated in his/her will as the Entitled Person;
- (ii) Spouse (in the absence of a designated Entitled Person);
- (iii) Children in equal parts (in the absence of the Spouse);
- (iv) parents in equal parts (in the absence of the Children and Spouse);
- (v) siblings in equal parts (in the absence of the parents, Children and Spouse); or
- (vi) distant statutory heirs in equal parts (in the absence of the aforementioned persons).

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.

**Spouse**: Someone You are living with (as if you are married or in a civil partnership with them) for at least six month.

#### B3. Definition of insurance events

**Road Accident**: a sudden event neither expected nor intended by the Beneficiary and which first occurred or commenced at an identifiable specific time during a Covered Period which results in damage or injury

**Injury caused by Road Accident**: serious physical injury resulting in a Permanent Disability and caused by a Road Accident.

**Death caused by Road Accident**: death caused by a Road Accident or death within one (1) year following the Road Accident being the direct consequence of the Road Accident.

#### 1. Summary of insured persons

This Insurance Policy insures certain persons against certain events.

#### C1. What persons are insured?

Insured person(s)	× 🗸
You – Beneficiary	✓
Third Party	×

#### C2. What events are insured?

Insured event(s)	× √
Permanent disability caused by Road Accident	✓
Death caused by Road Accident	✓

#### 2. Geographic scope of coverage

The coverage under this Insurance Policy is valid in the country in which the Superpedestrian Unit is rented.

#### 3. Insured amounts, limits, conditions

#### Table of Limits and Conditions:

PERSONAL ACCIDENT INSURANCE			
Benefits	Covered up to	<b>Conditions and limits</b>	
Payment of a capital sum in case of death	Lump sum up to 50,000 Euro	Death arising from a Road Accident	
Payment of a capital sum in case of Permanent Disability	Lump sum up to 50,000 Euro Sum determined by degree of disability	Above threshold of 15% disability arising from a Road Accident	

#### 4. Benefits

Insurer reserves the right to check the validity of the cover, the eligibility of the Beneficiary and the proof of the occurrence of a covered event.

#### Our benefits are provided when:

- You have been injured following a Road Accident which results in Permanent Disability
- You die following a Road Accident.

In any case You should, prior to contacting Us, take all the necessary medical steps to ensure that Your condition is stable. When You submit a claim to Us, we will ask for supporting documentation to prove the validity of Your claim. In accordance with applicable privacy laws, our Physician can ask for:

- Your medical file and any supporting documentation.
- A proof of the Road Accident with the Superpedestrian Unit (e.g, police report, accident report, first emergency responder, hospital report...)
- The death certificate in case of death of the Beneficiary
- The certificate from a Physician which determines, after Consolidation of the Beneficiary's injuries, his/her Permanent Disability Degree, with reference to the Permanent Disability Table

#### F.1 Payment of a capital sum in case of death

Limits and conditions are listed in section E. (Insured amounts, limits, and conditions).

In the event of death of the Beneficiary as a result of a Road Accident while using a Superpedestrian Unit, We guarantee the payment of a capital sum, as provided for in the Table of Limits and Conditions, to the Entitled Person.

Death must occur within one (1) year following the Road Accident and be the direct consequence of the latter, the proof being incumbent on the Beneficiary or the Entitled Person who must, in particular, establish the fortuitous circumstances of the event.

Any indemnities that may have been paid before the death, under the heading of Permanent Disability (see clause below), resulting from the same Road Accident, will be deducted from the death benefit.

#### F.2 Payment of a capital sum in case of Permanent Disability

Limits and conditions are listed in section E. (Insured amounts, limits, conditions).

In the event of Permanent Disability resulting from a Road Accident while using a Superpedestrian Unit, We guarantee the payment of a capital sum, the amount of which is calculated as follows:

#### 1. Determination of the Beneficiary's Permanent Disability Degree

A Physician determines, after Consolidation of the Beneficiary's injuries, his Permanent Disability Degree, with reference to the Permanent Disability Table.

The Beneficiary may be assisted, at his own expense, by a Physician of his choice.

The Beneficiary undertakes to communicate to Us all information that we may reasonably request in order to determine his Permanent Disability Degree.

In the event of disagreement on the conclusions of the expertise, the following provisions shall apply.

The causes and consequences of the claim shall be estimated by mutual agreement. Failing this, the claim shall be estimated by an amicable third party expert appraisal. The fees for such appraisal shall be shared equally between the parties.

If the parties fail to agree on the choice of the third party expert, the appointment shall be made by the local court of the Beneficiary's place of Residence.

This appointment shall be made on a simple request signed by the Insurer or by one of the parties only, the other having been summoned by registered letter.

#### 2. <u>Calculation of the capital</u>

The indemnity which is paid to the Beneficiary corresponds to the payment of a capital sum proportional to the Beneficiary's Permanent Disability Degree. It is calculated by multiplying the maximum limit of cover shown in the Table of Limits and Conditions by the Beneficiary's Permanent Disability Degree, provided that :

- the Permanent Disability Degree is strictly greater than 15%,
- no indemnity shall be paid if the Permanent Disability Degree is less than or equal to 15%,
- in any event, the Degree of Permanent Disability may not exceed 100%.

#### 5. Exclusions

- Specified Excluded Perils: arising out of or in connection with:
  - o civil commotion, riot, labour disturbances or public disorder or attempt thereat;
  - war (whether declared or not), or war-like acts or attempt thereat;
  - military uprisings, usurped power, rebellion or revolution or attempt thereat, or action taken by governmental authority in hindering or defending against any of these;
  - 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
  - o flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event
- Any Unauthorized Use of a Superpedestrian Unit
- Any accident that is not a Road Accident
- Any Use of a Superpedestrian Unit by a Customer below the minimum age required by local laws or regulations to ride the Superpedestrian Unit in that Territory, or by a Customer below the legal age of majority in the respective Territory.
- Any Use of a Superpedestrian Unit where the maximum speed of the Superpedestrian Unit is higher than the locally regulated maximum speed
- Any Use of a Superpedestrian Unit where passengers are being carried
- 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
- Suicide and attempted suicide or the consequences of attempted suicide of You or any other Beneficiary
- Road Accident caused intentionally by a Beneficiary resulting from his/her: participation in a crime, an offense or a fight, except in cases of self-defence,
- 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).

#### 6. Communication

Please use the following details to contact us:

- a) Through the Superpedestrian Application or Website
- b) Allianz customer care email: Superpedestrian.claim@allianz.com

#### 7. General Conditions

#### I.1 Economic sanctions clause (international 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.

#### I.2 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.

#### I.3 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 Controle 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 certificates
- 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> <li>Insurance contract administration (e.g., quotation, underwriting, claims handling)</li> </ul>	• 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.

Purpose	Your express consent?
• Fraud prevention and detection, including, where appropriate, for example, comparison of Your information with previous claims, or checking of common insurance claims filing systems or to check economic sanctions.	• No, it is understood that the detection and 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.
• 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).	<ul> <li>No, to the extent that these processing activities are expressly and legally authorized.</li> </ul>
To redistribute risk by means of reinsurance and co-insurance	<ul> <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> <li>Audit purposes, to comply with legal obligations or internal policies</li> </ul>	<ul> <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> <li>Internal audits are usually conducted by Our holding company, Allianz Partners SAS (7 Rue Dora Maar, 93400 Saint-Ouen, France).</li> </ul>

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

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:

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

#### 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