



# Insurance Terms and Conditions

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Karl — Engimono GmbH

ATU78545013 · FN 586598w · Handelsgericht Wien

Parkring 18/4, 1010 Wien, Österreich

hallo@karlbikes.com · karlbikes.com

*This is a translation of the German insurance terms and conditions for information purposes only. In case of any discrepancies or disputes, the German version shall prevail and be legally binding.*

## Information

This insurance was developed for your bicycle. We have made the layout and language particularly clear because we want you to understand what insurance coverage you have taken out and know your obligations under the contract.

Please read this policy carefully to ensure that the insurance meets your wishes. Should you wish any changes, or believe that the policy contains errors, please inform us immediately.

We insure your bicycle and you pay the premium for it.

Please keep the policy in a safe place. Changes to insurance coverage are only valid if you have received an amended policy.

You can find further information about data protection on our website.

## Definitions

Within the framework of this policy, we use the definitions below. Every time these words appear, they mean the same thing within the framework of the

policy and all other documents related to the contract. To help you recognize them more easily, we have written the definitions in italics.

*Sum insured* means the maximum that we pay in the event of a claim.

This is either the replacement value, or the value previously agreed with us according to the following insurance conditions, whichever value is lower;

*Insured items* means your bicycles listed in the policy, as well as the parts permanently attached to the bicycle such as lighting, bell, bicycle stand, mudguards and the bicycle lock within the framework of the selected sum insured;

*Bicycle* means (also) e-bike, e-scooter, pedelec and cargo bike;

*Duration of insurance* means the period stated in the policy;

*Policy* refers to the insurance document that you have received from us, together with these insurance terms and conditions and the general information on the website. It contains your name, your address and your insurance details including all written changes and updates as we have sent them to you;

*Karl/We/us/our* means Engimono GmbH or Helvetia Global Solutions Ltd;

*You/Your* means the person who is listed as the policyholder in the policy.

## Terms and Conditions

### § 1 Start, end and duration of insurance

- 1.1 Insurance coverage begins on the date stated on *your policy*. Insurance coverage for the affected *bicycle* ends in the event of total damage, or when *you* or *we* cancel *your* contract. *You* can cancel *your* contract daily, without giving reasons. *We* can cancel this contract with three months' notice, or in case of premium payment default within the framework of legal regulations while observing the corresponding deadlines.
- 1.2 You can pay the insurance premium either monthly or annually. With annual payment, the premium is discounted compared to the monthly option. The exact details about premium payments can be found in our General Terms and Conditions.

### § 2 Withdrawal from insurance

- 2.1 *You* can withdraw from the insurance taken out within 14 days of conclusion if *you* don't need it after all and provided that no claim has been reported by then. A simple email to *us* is sufficient. Upon submission of the withdrawal declaration, the insurance expires. The debited premium will be refunded to *you*.

### § 3 Where does the insurance apply?

- 3.1 The insurance applies worldwide, no matter where *your bicycle* is located.

### § 4 Insured person

- 4.1 The person named on the *policy* is insured. *You* must have *your* residence within the European Union to be able to insure *your bicycle* with *Karl*.

### § 5 Insured items

- 5.1 *Karl* only insures the *bicycles* expressly named in *your policy*.

### § 6 What you get in the event of a claim

- 6.1 In case of loss, theft or damage to the *insured items*, we can, at *our* own discretion, reimburse *you* for the costs: a. to have the *insured item* repaired or restored; b. to replace the *insured item* with an item that corresponds in type and condition to the undamaged *insured item* (“replacement in kind”) c. or pay out the *sum insured* specified in the *policy*.
- 6.2 In case of damage, destruction or loss (total damage) of the *insured items* within one year of purchase, *you* will receive from *us* a maximum of the selected *sum insured*.
- 6.3 If *your bicycle* is no longer available, we can provide *you* with another *bicycle* of the same type or a comparable model with comparable technical features within the framework of the *sum insured*.
- 6.4 In case of partial damage in the first year after purchase of the insured *bicycle*, we will reimburse *you* for all repair costs up to the *sum insured*.
- 6.5 In the second year after purchase of the insured *bicycle*, we will reimburse *you* a maximum of 80% of the *sum insured* for both total damage and partial damage.
- 6.6 From the third year after purchase of the insured *bicycle*, we will reimburse *you* a maximum of 70% of the *sum insured* for both total damage and partial damage.
- 6.7 Regardless of the maximum compensation amount, damage to carbon parts of the insured *bicycle* (particularly frame, fork, wheels) caused by the *policyholder* or falls is capped at a maximum of EUR 4,000.00 per claim.

### § 7 Costs for home/onward journey

- 7.1 If *you* can no longer continue riding with *your bicycle* due to an insured damage, we will additionally reimburse *you* for the costs incurred for the home or onward journey in addition to the damage to the *bicycle*. (public transport or taxi).

- 7.2 A maximum of 10% of the *sum insured* is available to *you* for this component. The costs incurred will also be reimbursed directly to *you*, provided *you* can prove the costs to *us* by means of invoice or other receipts.

## § 8 Mobility guarantee

- 8.1 If *you* can no longer continue riding with *your bicycle* during a (vacation) trip due to an insured damage, *we* will also reimburse *you* for the costs of a rental *bicycle* in addition to the damage to the *bicycle*.
- 8.2 A maximum of 10% of the *sum insured* is available to *you* for this. *We* will cover *your* proven costs for a maximum of 14 days and no more than EUR 25 per day.

## § 9 Insured events

- 9.1 *Your bicycle* is insured against all unforeseen and suddenly occurring damage, destruction and loss. This particularly applies to theft but goes far beyond that.
- 9.2 Only the events listed below are not insured.
- 9.3 When *you* report a claim, *you* must prove the damage to *us* and the damage must have occurred after the insurance was taken out. There is no insurance coverage for prior damage or enlargement of prior damage.

## § 10 What is not insured

- 10.1 The following are not insured (exhaustive list):
1. Damage resulting from improper use as well as damage resulting from permanent influences such as aging, wear and tear, corrosion or excessive accumulation of rust, mud or other deposits.
  2. Damage for which the manufacturer or seller as such is legally or contractually liable (warranty damage).
  3. Scratches, scrapes, dents, or other cosmetic changes that do not affect the function of the *bicycle*.
  4. Defects or damage to *your bicycle* or insured accessories that were already present at the beginning of the *duration of insurance*.
  5. Damage due to theft if *your bicycle* was not sufficiently secured (see section "Securing the bicycle").
  6. Damage due to repair, maintenance, restoration, cleaning or similar processes, faulty or deficient execution of work or use of deficient materials, as well as service and care costs;
  7. Damage due to warlike or terrorist events and unrest and strikes of all kinds and the measures taken against them, damage resulting from official orders, confiscations as well as damage due to nuclear energy or radioactivity and damage due to biological or chemical causes;
  8. Losses due to simple losing, misplacing or leaving behind.

9. Liability claims for damage caused by the insured *bicycles*.

## § 11 Securing the bicycle

- 11.1 A *bicycle* is considered sufficiently secured if it is locked with a suitable lock against removal and attached to a fixed, immovable object.
- 11.2 A lock is considered suitable if its purchase price is at least:
- up to EUR 500 bicycle value: EUR 29
  - up to EUR 2,500 bicycle value: EUR 45
  - above EUR 2,500 bicycle value: EUR 69
- 11.3 Simple cable or spiral locks are not considered suitable, even if they meet the aforementioned minimum prices.

## § 12 Obligations in the event of a claim

- 12.1 *You* must report a claim to *us* immediately (no later than 72 hours after becoming aware of it). *You* can also find the required information on *our* website <https://karlbikes.com>.
- 12.2 If *you* report a theft of *your bicycle* to *us*, *we* absolutely need a police report (such as a report confirmation). If this is not possible or sensible because *you* were abroad with *your bicycle*, for example, please inform *us* about this in the claim report.
- 12.3 If *you* claim costs for home/onward travel, *you* must prove the costs incurred to *us* by means of invoice or other receipts so that *we* can reimburse them.

## § 13 Breach of obligations

- 13.1 If *you* do not comply with the described obligations, *we* can refuse benefits in the event of a claim or *you* will receive less benefits from this insurance. If *you* were unable to comply with the obligation through no fault of *your* own, these disadvantages do not apply.

## § 14 Claims against third parties, particularly against other existing insurance policies

- 14.1 If the damage *you* reported under this contract is also covered under another insurance (e.g. *your* household insurance), then *you* may not report the same damage twice. In this case, *we* only pay the portion of the damage that is not reimbursed by the other insurance.

## § 15 Jurisdiction and applicable law

- 15.1 Unless *we* agree otherwise with *you* in the *policy*, this contract (particularly all matters related to its negotiations, validity, enforceability or other non-contractual legal disputes) is exclusively subject to Austrian substantive law

excluding its conflict of law rules. In the event that no arbitration agreement has been made, which would take precedence in any case, the jurisdiction of a competent Austrian court is agreed between *us* and *you* for all legal disputes in connection with this contract, or if local legal regulations oppose this, *your* competent court of residence applying the legal norms valid at *your* place of residence.