

# E-scooter Liability Insurance

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: Free floating e-scooter liability insurance in Norway

AXA Policy number: 22668377104



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 information notice.

## What is this type of insurance?

This insurance is designed to cover bodily injury and/or property damage caused by Lime riders while involved in an accident as a driver of an electric scooter rented through Lime in Norway. The policy also covers the bodily injury of the rider of the e-scooter rented through Lime.



### What is covered?

- ✓ **Property damages** suffered by a third party, arising directly from an accident in which a Lime e-scooter is involved, with the limit of NOK 100 000 000 per claim;
- ✓ **Bodily injury** suffered by the Lime rider of the e-scooter and a third party, arising directly from an accident the rider of the rented e-scooter is involved in. The extent is determined in accordance with mandatory Norwegian law.

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



### What is not covered?

- ✗ Use of the e-scooter above the 20km/h speed limit;
- ✗ Accessories and carried goods;
- ✗ Accidents which occurred outside of the covered period.



### Are there any restrictions to the cover?

- ! Use of the e-scooter under the influence of drugs or alcohol;
- ! Losses and damage resulting from the insured's intentional fault or negligence;
- ! Carrying one or more passengers on the e-scooter;
- ! Rider under the age required by the general condition of the rental contract;
- ! Damage in a breach of local traffic laws or regulations.



## Where does the cover apply?



The insurance cover is valid for all e-scooters Lime made available for renting in public space on the Norwegian territory.



## What are my obligations?

### Before cover starts

You must comply with Lime's Users Agreement and Terms and Conditions of Service available on Lime's website

### During the policy

- Comply with the safety rules and the legislation in force regarding the use of Lime electric scooters
- Always park your Lime electric scooter safely in places deemed secure by Lime

### In the event of an accident

- Declare any claim likely to involve one of the guarantees under the conditions and within the time limits stipulated and forward all documents useful for assessing the claim to the following address [accident@li.me](mailto:accident@li.me)



## When and how do I pay?

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



## When does the cover start and end?

Your cover starts when you unlock your Lime electric scooter via the Lime application and ends when the ride has ended, and you have locked your Lime electric scooter via the Lime application.



## How do I cancel the contract?

You cannot withdraw from the insurance, it is an integral part of the Lime rental offer.





**LIME INSURANCE**  
**NOTICE N°22668377104**  
**FREE-FLOATING E-SCOOTERS**  
**RENTALS**

**INFORMATION NOTICE VALID AS TERMS AND CONDITIONS N° 22668377104 -  
DOCUMENT WITH INFORMATION ON THE INSURANCE PRODUCT**

This notice includes full information on the insurance coverage for you as insured, and renter of an e-scooter, entered into between the insurer AXA France IARD and the e-scooter provider LIME. If requested, you can receive this information in a physical document form.

**SUMMARY**

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## PREAMBLE

This information notice is drawn up in accordance with the Norwegian Insurance Contracts Act. It describes the guarantees, exclusions and the obligations of the *insured* under the Contrat d'assurance pour compte n° 22668377104 established in accordance with article 15 of the Norwegian Motor Vehicle Liability Act and subscribed by LIME NORWAY AS, with capital of NOK 30 000, registered in Oslo, Norway, under the number 922918821, whose address is EconPartner AS, Postboks 2006 Vika, 0125, Oslo, Norway, on behalf of the *insureds* named below, with AXA France IARD, S.A. with a capital of €214,799,030 - Registered office: 313, Terrasses de l'Arche 92727 Nanterre Cedex, France - Registered in the French Trade and Companies Register of Nanterre under no. 722 057 460. Intracommunity TVA no. FR 14 722 057 460. Company regulated by the French insurance code.

This policy is equivalent to the general terms and conditions, which set out the scope of cover and the rights and obligations of the *insured* and the *insurer*.

The intermediary delegate broker of AXA France at the time of subscription and management of the insurance policy referenced above is AON France, SAS with a capital of €46,027,140, registered with the Paris RCS under number 414 572 248, having its registered office at 31-35 rue de la Fédération, 75717 Paris Cedex 15, and registered with ORIAS under number 07 001 560, as an insurance broker.

AXA France IARD is subject to the control of the Autorité de Contrôle Prudentiel et de Résolution – ACPR – located at 4 Place de Budapest CS 92459 - 75436 PARIS CEDEX 09, France.

This policy is governed by the Norwegian law, and in particular the Norwegian Motor Vehicle Liability Act and the Norwegian Insurance Contracts Act and the Norwegian Tort liability Act.

Any dispute arising from the execution or interpretation of this policy shall be subject to the jurisdiction of the Norwegian courts.

### **Sanctions Limitation Clause:**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Words in italics in this policy have only the meaning specified in the "Definitions" section.

# 1.DEFINITIONS

## Accident

Any unintentional event involving bodily injury or property damage caused by the violent, sudden and unforeseeable action of a cause external to the e-scooter.

## Bodily injury

Any injury to the physical integrity of a person.

## Broker

The management of the contract has been entrusted by AXA to AON France, SAS with a capital of €46,027,140, registered with the Paris RCS under number 414 572 248, having its registered office at 31-35 rue de la Fédération, 75717 Paris Cedex 15, and registered with ORIAS under number 07 001 560, as an insurance broker.

## Claim

Occurrence of an event that triggers the guarantee.

## Circuit

A circuit is a closed route that can be covered several times without being left. It can only take roads that are permanently or temporarily closed to public traffic. Its course is delimited by curbs, embankments or bank strips or by any other means. Its surface may be of different types, such as asphalt, concrete, natural or treated earth, grass, cinder track, ice. The same circuit may have several types of surfacing.

## Compensation

Sum paid by the *insurer* in the event of a *claim*.

## Consolidation

The moment when the bodily injuries have become fixed and have taken on a permanent character such that treatment is no longer necessary, except to avoid an aggravation.

## Electric scooter or e-scooter

Single-user land *vehicle* consisting of a metal plate mounted on two wheels and handlebars placed on the front wheel, all propelled by an electric motor at a maximum speed of 20 km/h and offered for rent by LIME in Norway, in Norwegian called "El-sparkesykkel".

## Expert

A technician or specialist mandated by reason of their skills to examine a question of fact of a technical nature requiring their knowledge of the subject. He is called "JUDICIAL" when they are mandated by a judge.

## Injury to feelings

Moral prejudice suffered by certain close relatives following the death of the victim. This includes the proven pathological repercussions that the death may have had on certain relatives.

## Insured

The renting individual who is at least 18 years old and is driving an *e-scooter* rented through the *policyholder's* service, any person having custody or control of the *insured e-scooter*.

In the case of a group ride: the person authorized by the registered account holder to rent an *e-scooter*, with the account holder being responsible for the guest's compliance with the terms and conditions.

**In the event of an accident between two e-scooters rented through the policyholder's service, they are considered as third parties between themselves for bodily injury and property damage.**

## Insurer

AXA France IARD, a French Société Anonyme with a capital of €214,799,030, registered in the RCS of under number 722,057,460 and whose head office is at 313, Terrasses de l'Arche 92727 NANTERRE CEDEX, France.

## Limits

Upper limit of the *insuree's* guarantee.

## Litigation, dispute

Conflict situation or dispute leading the *insured* or a *third party* to assert a right.

## Locking/unlocking

Operation consisting of the renter of an electric scooter scanning the code or entering the unlocking code from their application.

## Mediator

The insurance mediator is the natural person who intervenes in the treatment of disputes between *insurers* and their clients.

## Narcotics

Substances or plants classified as narcotics. Driving under the influence of narcotics is punishable (article 22 and chapter V of the Road Traffic Act (in Norwegian: Vegtrafikkloven)).

## Next of kin

A person who has a right not by himself but because of their relationship with the *insured* or the victim. The only persons covered are the spouse or partner in a civil solidarity pact and the descendants or, in the absence of one or other of these persons, the ascendants and collaterals of the victim.

## Permanent functional deficit (permanent damage to physical and psychological integrity constituting a permanent functional deficit)

These are the permanent after-effects left after an *accident*.

It is the definitive reduction in physical, psycho-sensory or intellectual potential resulting from the medically ascertainable anatomical-physiological damage, to which are added the pain that has taken on a permanent character and the psychological repercussions, normally linked to the described sequelae, as well as the consequences usually and objectively linked to this damage in everyday life.

This rate is calculated by medical experts.

## Policyholder

LIME NORWAY AS, with capital of NOK 30 000, registered in Oslo, Norway, under the number 922918821, whose address is EconPartner AS, Postboks 2006 Vika, 0125, Oslo, Norway.

## Property damage

Any deterioration or destruction of a thing or substance, any physical injury to an animal.

## Put into service

The fact that LIME leaves the *e-scooters* in public spaces so that they can be used by the *insured* after *unlocking*.

## Subrogation

This is the *insurer's* right to recover from the person responsible for a loss the sums that the *insurer* has paid.

## Third party

Any person who is not the *insured* under this policy.

## Vehicle

Any motorized land *vehicle* as defined in article 3 of the Motor Vehicle Liability Act.

## Victim

Any person who has suffered bodily injury or property damage covered under this insurance.

## 2. THE LIABILITY INSURANCE COVER

### 2.1 Object of the insurance cover

The *insurer* will cover the civil liability of the *Insured* when *property damage* and/or *bodily injury* is suffered by the *insured* or a *third party*, on the occasion of an accident in which the *insured* is involved while renting an *electric scooter* rented through LIME.

When accepting the terms and conditions of the rent of the electrical scooter from the provider LIME, this Motor vehicle insurance on electrical scooters will cover your liability, as renter according to the Norwegian Motor Vehicle Liability Act.

### 2.2 Triggering of the insurance cover

The insurance cover triggered by the harmful event covers the *insured* against the financial consequences of the *claims*, as soon as the harmful event occurs between the initial taking effect of the insurance and its cancellation or expiry date, whatever the date of the other elements of the *claim*.

### 2.3 Exclusions

It is a provision for coverage that you have entered into a rent contract with LIME including this Motor vehicle insurance coverage.

The *insurer* may not cover or partly cover:

Article 2 of the Motor Vehicle Liability Act:

- a damage does not fall under the law in the case when the damage
  - arises from the motor vehicle being used for other purposes than a motor vehicle, or
  - is caused while the vehicle is properly parked outside a street, road, or other place open to the public, or
  - is caused while the vehicle is participating in organized training or competition driving on a closed track or other enclosed area, and insurance is taken out in accordance with the rules applicable to such driving, or
  - is an atomic damage covered by the Atomic Energy Act, Chapter III on compensation and insurance.

Article 5 of the Motor Vehicle Liability Act:

- damage on the motor vehicle itself including accessories and carried goods, or other own property to the driver apart from regular clothing and common personal belongings while driving the motor vehicle.

Article 7 of the Motor Vehicle Liability Act:

If the injured party has contributed to the damage intentionally or through negligence, the Insurer may reduce the claim for damages or dismiss it altogether, except when the injured party is only little to blame. This includes, but is not limited to:

- the driver of an *electrical scooter* who is under the age required by the general conditions of the rental contract concluded between the *policyholder* and the driver;
- the driver who, at the time of the accident, is under the influence of alcohol or refuses to submit to a blood alcohol test, or refused to submit to this test before dying;
- the driver who has used substances or plants classified as *narcotics* proven by blood tests following the *accident*;
- *claims* caused intentionally by the driver;
- the consequences of the driver's suicide or attempted suicide;
- the electrical scooter has been used in connection with a criminal act;
- more than one person has ridden the electrical scooter at the same time;
- driver has transported property in an insufficient way.

Article 8 of the Motor Vehicle Liability Act:

- damage made on another motor vehicle, train, tram, tube or similar, and third parties and goods in these items, are only covered when
  - the owner, user, or driver, or anyone else in the vehicle, did not conduct themselves responsibly, or
  - the vehicle was not in proper condition or failed, or
  - the vehicle was otherwise driven, parked, or handled in a manner that violated applicable traffic regulations.

## 2.4 Limits and deductibles of the Liability Insurance cover

Coverage is provided within the limits set forth in the table below:

	Limits per Claim	Deductible per Claim
Bodily injury	Unlimited	None
Property damage	NOK 100 000 000	

The extent of bodily injury, including death, is determined in accordance with mandatory Norwegian law, including, but not limited to, the Norwegian Motor Vehicle Liability Act (in Norwegian: Bilansvarsloven) the Insurance Contracts Act (Norwegian: Forsikringsavtaleloven) and the Norwegian Tort liability Act (in Norwegian: skadeserstatningsloven).

### 3. TERRITORIALITY

The policy applies in Norway and while using an *e-scooter* in Norway.

### 4. EFFECTIVE DATE – DURATION OF THE INSURANCE

Coverage begins on the date and time the rental begins and ends on the date and time the rental ends. These dates and times are evidenced by the act of unlocking and locking the *e-scooter* in the LIME application.

This information is stated in your rental history on the application.

### 5. IN CASE OF A CLAIM

#### 5.1 *Claims* notification

The *victim* must declare his or her *claim* to the *policyholder* without undue delay (in Norwegian: “uten ugrunnet opphold”) following the date on which he or she becomes aware of it, by contacting the *policyholder* directly from the *policyholder's* application or via the email address: [accident@li.me](mailto:accident@li.me).

The *policyholder* is responsible for sending the *claim* form to the *insured* and for receiving it duly completed from him/her to send it to the *insurer*.

#### 5.2 What do we do in case of an insurance *claim*?

If the *insured's* liability is sought and if they are eventually found to be liable, the *insurer* will pay the compensation for the *insured* within the limits of the coverage and after deduction of any deductibles.

The *insurer* makes an offer, within the limits of their rights, to the victim.

The *insurer* shall direct the settlement in civil matters with the victim.

No acknowledgement of liability, no transaction taking place without their agreement can be set up against the *insurer*.

In the event of legal or administrative proceedings involving the interests of both the *insured* and the *insurer*, the *insurer* shall conduct the proceedings before the civil, commercial or administrative courts.

The *insurer* may decide to stop the proceedings or not to pursue the liable *third party* if it considers the *insured's* claims untenable, the lawsuit doomed to failure or the opponent's offers reasonable. The management of the recourse can only be delegated to an agent on their initiative.

### 5.3 Supporting documents to be attached to the *claim* declaration

In all cases, the victim's statement of *claim* should include the following supporting documents:

- detailed *claim* statement specifying the causes, circumstances, nature, dates, times and place of the loss, and/or the joint report;
  - his/ her identity card with the following information:
  - name, first name;
  - personal ID code;
  - date of birth;
  - postal address and email and/or telephone number;
- if the victim is the *insured*: the history of the rental during which the accident occurred, available in its application;
- if the victim is a *third party*, the details of the *third party* or parties involved in the accident:
  - the insurance company and contract number, if applicable;
  - in the case of a collision with another motorized *vehicle*: the *vehicle's* registration number.
- if the victim is a third party, the Policyholder will provide the history of the rental during which the accident occurred, available in its application.

#### Rules specific to *bodily injury*:

All medical documents must be sent to the *insurer's* medical advisor in a confidential envelope. These documents must never be sent to the *policyholder*.

In the event of *bodily injury*, the victim will be asked to send:

- originally, a medical certificate stating the nature of the injuries,
- then, all medical documents related to the accident,
- upon *consolidation* or recovery, a medical certificate of *consolidation* or recovery.

#### In case of death:

It is the responsibility of the *next of kin*, as soon as they become aware of it, to declare it within the time limits and in the form provided.

The victim's *next of kin* must send a death certificate mentioning the causes of death and, as far as they are concerned, a declaration on their honor certifying their status as *next of kin*.

**Refusal to produce medical documents will result in the loss of all rights to compensation.**

In the event of injuries, the *insurer's expert* physician and/or the support person must have free access to the victim.

**The victim may not, unless there is a justified objection, obstruct this without losing all rights to compensation.**

The duration of the interruption of activity, the extent of the disability and the accidental nature of a death will always be assessed on the basis of the indications of the *insurer's* medical officer.

## 6. PRESCRIPTION

In accordance with the provisions of article 19, fourth section of the Norwegian Motor Vehicle Liability Act and article 9 of the Limitations Act (in Norwegian: foreldelsesloven), all claims arising from an insurance contract are prescribed by three years after the day when the injured party obtained or should have obtained necessary knowledge about the damage and the party responsible for the injury. However, the claim becomes time-barred 20 years at the latest after the harmful act or other basis for liability ceased. This does not apply in the case of personal injury if: (i) the injury occurred in a business or equivalent activity, or while the injured party is under 18 years of age, and (ii) the party responsible, or someone for whom they are liable, knew or should have known before the cessation of the harmful situation that it could entail a risk to life or serious health damage.

If the creditor has not asserted the claim because they lacked necessary knowledge about the claim or the debtor, the statute of limitations takes effect no earlier than 1 year after the day when the creditor obtained or should have obtained such knowledge, see article 10 of the Limitations Act.

If the *insurer* denies to compensate the *victim*, partly or in full, the *victim* will lose the right to compensation unless legal proceedings have been initiated, or proceedings in an extrajudicial dispute resolution body approved under the law have been demanded, within six – 6 – months after receiving notice in writing of the denial. The notice from the *insurer* must specify the length of the deadline, how it can be interrupted, and the consequences of its expiration.

In accordance with article 14 of the Norwegian Limitation Act, the limitation period is also interrupted by any acknowledgement by the *insurer* of the victim's right to an insurance coverage, or any acknowledgement of a debt owed by the victim to the *insurer*.

## 7.SUBROGATION

Within the scope of article 7-7 of the Insurance Contracts Act and chapter III of the Motor Vehicle Liability Act the *insurer* who has paid the insurance indemnity is subrogated, up to the amount of this indemnity, in the rights and actions of the *insured* against third parties who, by their act, have caused the damage which gave rise to the *insurer's* liability. The *insurer* may be discharged, in whole or in part, from their liability towards the *insured*, when subrogation can no longer be effected in favor of the *insurer* by the *insured's* act.

## **8. HOW TO FILE A COMPLAINT**

The paragraph below specifies the procedures for examining complaint and the possibility to forward the complaint to an appeal authority or the courts.

### **How to send your complaint?**

In all cases, you must formalize your complaint in writing so that we can respond to your dissatisfaction as best we can, and send it to your usual contact or, at any time, to the *insurer's* complaint Department:

AXA - Directions des Partenariats IARD - Service Réclamations - 313 Terrasses de l'Arche - 92727 NANTERRE CEDEX, France or by mail : [service.recladaa@axa.fr](mailto:service.recladaa@axa.fr)

### **Our commitments**

An acknowledgement of receipt will be sent to you within a maximum of ten working days starting from the sending of the complaint.

Your situation will be studied with the greatest care and a reasoned written response will be sent to you within a maximum of sixty days as of the sending of the complaint.

If a conflict of interest arises between the insured and the insurer, or if there is disagreement on how the dispute should be resolved, the insurer, or possibly the office handling claims settlement, shall inform the insured party about the right to use their own lawyer and about the right to complain to the Finansklagenemnda in accordance with Section 22-2 of the Insurance Contracts Act. Before forwarding a complaint to the Finansklagenemnda the insured can forward a claim to insurer. For matters not covered by Finansklagenemnda, you can forward a complaint to the Consumer Authority (Norwegian: Forbrukertilsynet).

You may at any time refer the matter to the competent court.

You can also forward a complaint to the Consumer Authority (Norwegian: Forbrukertilsynet) and the Marked Council (Norwegian: Markedsrådet) in their position as supervisory authorities.

## **9. INFORMATION ON THE USE OF INSURED'S PERSONAL DATA**

The *insurer* is responsible for the *insured's* data. The data will be used for the day-to-day management of the insurance contract and its guarantees it may also be used (i) in the context of litigation, (ii) to combat money laundering and the financing of terrorism, (iii) to comply with applicable regulations, or (iv) to analyze all or part of the policyholder's data, possibly cross-referenced with that of selected partners, in order to improve products (research and development), to assess or predict his or her situation (appetence scores) and to personalize his or her experience as a policyholder. Any health-related data collected will be used exclusively for the conclusion, management and execution of the insurance contract.

The data will be kept for the time necessary for these various operations, or for the duration specifically provided for by the Norwegian Data Protection Authority (in Norwegian: Datatilsynet) (standards for the insurance sector) or the law (legal requirements).

It will only be communicated to companies in the group of the *insurer* or managing broker, insurance intermediaries, reinsurers, partners or authorized professional bodies that need to have access to it to carry out these operations. For those recipients located outside the European Union or EFTA, the transfer is limited to (i) countries listed by the European Commission as providing sufficient protection for the data or (ii) recipients who comply with either the standard contractual clauses proposed by the Norwegian Data Protection Authority or the internal company data protection rules (BCR) of the *insurer's* group or managing broker. Any data relating to the *insured's* health that may be collected will only be communicated to authorized subcontractors of the *insurer*. The *insurer* is legally bound to verify that the *insured's* data is accurate, complete and, if necessary, updated. The *insurer* may ask the *insured* to verify or complete their file (for example by recording the email address with which they wrote to the *insurer*).

The *insured* may request access, rectification, deletion or portability of his or her data, define directives concerning their fate after his or her death, choose to limit their use or oppose their processing. If the *insured* has given special and express authorization for the use of certain of his or her data, he or she may withdraw it at any time, provided that the information does not affect the application of the contract.

To exercise their rights, *insureds* may write to the *insurer's* data protection officer (email: [service.informationclient@axa.fr](mailto:service.informationclient@axa.fr)

or mail: AXA France - Service Information Client - 313 Terrasses de l'Arche 92727 Nanterre cedex). In the event of a complaint, the *insured* may choose to refer the matter.