

Erste Premier Cycling Assistance

We will take care of you and your bicycle, electric bike, and/or scooter wherever you go in the Czech Republic and abroad (in the cross-border zone).

HELP

- Thanks to our non-stop operation, we can provide help whenever you need it.
- We will offer you professional help in addressing an assistance incident.

SERVICES

- We will replace or repair your tyre.
- We will manage small repairs on the spot.
- If a bicycle cannot be repaired on the spot, we will take it to a cycling service centre.
- In addition to transporting the bicycle, we will also take care of the cyclists.

Reporting an incident

THE ASSISTANCE CENTRE IS AVAILABLE 24/7:

Call the Erste Premier line on +420 266 799 866 (we recommend saving the number on your phone):

- The line is intended exclusively for Erste Premier clients. The coordinator knows in advance what assistance programmes are intended for you, but they will still ask you for information to verify that you are entitled to receive the service (your first name, surname, and date of birth).

QUESTIONS THAT COORDINATORS USUALLY ASK

First and foremost, they will want to acquire any information they need to arrange the assistance – that is, the specific assistance you request, a general description of the problem, further details about your bicycle, and its exact location.

- If you do not know the exact location of the incident, the coordinator can arrange to call you back or locate you using an internet link sent to your smartphone via a text message.
- To describe the defect, you do not need to know the terminology used by service technicians – a basic description such as 'my bike's or my electric bike's chain is broken' will suffice. The coordinator will ask questions intended to guide you in describing your situation.
- If you are uncertain about the 'description of your assistance request', the experienced coordinator will suggest a suitable solution. This can include a repair by a technician on-site or transportation to a bicycle service centre which includes locating the nearest centre available.

OUR HELP ON-SITE

- You and the coordinator will arrange and mutually approve the best approach to providing the necessary assistance.
- If you know all the required information, reporting your incident and arranging assistance is a matter of making one telephone call.
- If you have any additional questions, call the assistance line again, state your name, and the coordinator will update you on the current status of your request. If any changes in the agreed procedure are necessary or the coordinator needs to ask a question, they will call you.

GLOBAL ASSISTANCE a.s. General Terms and Instructions for the Provision of Cycling Assistance Services to Česká spořitelna, a.s. Erste Premier Clients (VPCA/GA-861-02-2023)

GLOBAL ASSISTANCE a. s. General Terms and Instructions for the Provision of Cycling Assistance Services to Česká spořitelna, a.s. Erste Premier Clients (hereinafter referred to as the 'General Terms and Conditions' or 'GTCA GA Premier')

on-site, including, but not limited to, verifying the client's identity.

1. Úvodní ustanovení

- 1.1. GLOBAL ASSISTANCE a.s. (hereinafter 'GA' or the 'Provider') provides Assistance Services directly or through its contractual partners. Assistance Services are provided to the clients of Česká spořitelna, a.s. ('ČS') who have a Premier Account with the Erste Premier service and comply with the criteria for the provision of this service under Clause 2 of the Erste Premier Terms and Conditions ('Erste Premier Client(s)'). Assistance Services under the present GTCA GA Premier are also available to family members travelling with them (wife, husband, children, grandchildren, parents, or partner – hereinafter 'another authorised person'). The provision of Assistance Services is subject to the observance of the GTCA GA Premier conditions. The scope of services to be provided is specified in these conditions.
- 1.2. Assistance Services are provided in the territory of the Czech Republic continuously 24/7, provided that all the conditions specified below are satisfied:
- An emergency situation (defect, accident, or driver error) has caused a bicycle or electric bike to become immobile or unroadworthy.
 - The GA assistance centre has verified that the client is indeed entitled to receive the service. Prior to providing the service, the mechanic has the right to verify the required information

- 1.3. Assistance Services will be provided solely if requested via telephone and through the GA assistance centre.

- 1.4. If an Erste Premier client requests the service in any manner other than that specified in the present GTCA GA Premier, the client is not entitled to claim settlement of the Assistance Services provided within the financial limit agreed with GA.

2. Procedure for requesting Assistance Services

- 2.1. Call the GA assistance centre, which operates continuously 24/7, by dialling +420 266 799 866.
- 2.2. When requesting Assistance Services, the caller shall give the GA coordinator the information necessary for the service to be provided, including, but not limited to:
- First name and surname of the person intending to use Assistance Services
 - First name and surname of the Erste Premier Client
 - Date of birth of the Erste Premier Client
 - Model of the bicycle and its exact location
 - Specification of the defect and other details required by the assistance technician
- The coordinator and the client will agree on the best approach to providing Assistance Services.

3. Assistance Services to be provided

3.1. Assistance Services include:

- Help on site with rectifying the damage that caused the bicycle or electric bicycle to be immobile (e.g., broken chain).
- Help on site with repairing the defect of an immobile bicycle or electric bicycle (e.g., punctured tyre).
- If the bicycle or electric bicycle cannot be repaired on-site (e.g., due to a broken cassette, damaged derailleur, etc.), transportation of the immobile bicycle or electric bicycle, along with an authorised person who cannot continue their trip using the bicycle or electric bicycle due to its immobility, to the place of the said person's accommodation or to the nearest bicycle service centre or rental firm, depending on the authorised person's preference, within 50 km of the assistance site.
- If persons younger than 18 years without an accompanying person aged 18 or over remain on the assistance site following the provision of assistance, they shall also be covered by the assistance and the insurance claim limit will be increased by 50%.
- If Assistance Services are provided to a person younger than 18 years, they shall also cover one person older than 18 years and the insurance claim limit will be increased by 50%.

3.2. An authorised person may use Assistance Services up to twelve times per calendar year subject to a financial limit of CZK 4,000, including VAT per incident.

4. Settlement of Assistance Services with the customer

- 4.1. The mechanic's working hours in providing Assistance Services start from the time of their arrival at the bicycle to the time of completing the work. The distance driven at the customer's request, such as in order to bring spare parts, shall be charged separately and paid by the customer.
- 4.2. The limit, defined as distance in kilometres from the incident site, includes the trip to the site, haulage from the incident site within the defined limit, and return to the starting point. The customer shall only pay for the distance travelled in excess of the defined limit from the incident site, if any, and the corresponding portion of the haulage party's trip back to the starting point or the point of activation of the haulage vehicle.

4.3. The prices of the services provided are specified in the GA price list which the mechanic or the driver of the haulage service will produce upon request.

4.4. If the price of the services provided exceeds the defined financial limit, the customer shall pay for the services on-site and be given a receipt in which the mechanic or the haulage vehicle driver specifies the services used in excess of the defined financial limit.

4.5. If it is impossible to instantly verify whether the customer is entitled to receive Assistance Service, the customer shall pay the full price of the services rendered. Subsequently, the customer shall send GA a written request for ex-post recognition of their entitlement, supplemented by a copy of the receipt proving payment for the services provided through GA.

5. Exemptions from assistance

5.1. The Provider will not provide assistance if:

- The incident was caused by incorrect maintenance or by using accessories not approved by the manufacturer.
- The bicycle or electric bicycle has been used for a purpose other than that intended by the manufacturer.
- The authorised person incurs expenses without the Assistance Service provider's approval.
- The incident occurs during repair of the bicycle or electric bicycle.
- The incident occurs outside the location where assistance is provided or off an official cycle path.
- The electric bike's battery has been discharged.
- The incident occurs during a racing activity.
- The chain comes off – this is not considered a defect.

5.2. Incidents requiring assistance do not include incidents caused:

- intentionally by an authorised person (including suicide or attempted suicide)
- to the authorised person by another person incited to do so by the authorised person
- by gross negligence or gross breach of obligations on the part of the authorised person
- in connection with a riot incited by the authorised person, or in connection with criminal activity committed or attempted by the authorised person
- as a result of or in connection with the ingestion or the consequences of ingesting alcohol, medication, drugs, or other psychotropic or

- addictive substances by authorised persons, or as a result of such persons handling the above
- during trials or testing of bicycles and electric bicycles
 - during stunt activities
 - during activities in places not intended for such activities.
 - in an area for which an administrative authority has issued, for whatever reason(s), a warning or recommendation with regard to trips or stays in such an area, if such a trip or stay begins during the validity of the above
 - as a result of or in connection with:
 - a) the effects of nuclear energy release, or chemical or biological warfare
 - b) war events and/or civil war
 - c) acts of violence (including civic riots and terrorism) in which the authorised person is actively involved
 - d) The authorised person handling a weapon or an explosive.

6. Obligations of the authorised person

- 6.1. The authorised person is obligated to:
- contact the Assistance Services Provider via the continuous assistance line on +420 266 799 866 in the event of an assistance incident at all times and without delay if their health so permits, and to follow the instructions received
 - do everything possible to avert an incident and/or reduce the scope of its consequences
 - use suitable protective equipment required for the safest possible use of bicycles and electric bicycles
 - observe legal regulations applicable in the country where they are staying.

7. Definitions of terms

- 7.1. 'Assistance incident' – the need to address the immobility of a bicycle or electric bicycle
- 7.2. 'Defect' – a hole in the tyre with a maximum diameter of 15 mm x 20 mm which is not located by the valve and can be repaired by patching (using a standard bicycle tube repair kit that is normally available in the market and intended for repairing minor bicycle and electric bicycle defects)
- 7.3. 'Electric bicycle' – a bicycle with an electric drive that is used by an authorised person at the time of an assistance incident; this also applies to electric bicycles loaned to authorised persons by rental firms.

7.4. 'Bicycle', under the present GTCA GA Premier, refers to a bicycle, scooter, tandem bicycle, or a tricycle without a motorised drive that is used by an authorised person at the time of an assistance incident. This also applies to bicycles loaned to authorised persons by rental firms.

7.5. 'Assistance site' – a Class III or higher road that is publicly accessible by car without restrictions in the Czech Republic and in the cross-border zone within 50 km of the Czech Republic national border, with the exception of expressways and motorways

7.6. 'Accident' – an accidental incident during which a bicycle or electric bicycle is damaged, destroyed, or rendered inoperable as a result of external influences

7.7. 'Electric bicycle immobility' – a defect that renders an electric bicycle immobile when using manual drive or unroadworthy under applicable legislation that is caused exclusively by a failure or accident

7.8. 'Bicycle immobility' – a defect that renders a bicycle immobile or unroadworthy under applicable legislation that is caused exclusively by a failure or accident

7.9. 'Authorised person' – the holder of the assistance programme and family members travelling with them (wife, husband, children, grandchildren, parents, or partner)

7.10. 'Failure' – a state in which a bicycle or electric bicycle is immobile due to the wear or damage to a part of it caused by the actual functioning of the part or material fatigue

8. ČS clients' personal data

GA represents that it shall use any and all personal data disclosed to it by a ČS client exclusively in order to provide the requested Assistance Services, and shall process such data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

9. General provisions

- 9.1. Assistance Services shall always be provided in accordance with both national and international legislation and subordinate legislation.

- 9.2. Any omission, deceptive report, fraudulent statement, or misstatement in reporting an assistance incident on the part of the authorised person with regard to the circumstances or consequences of the incident may result in the loss of their entitlement to use Assistance Services or to receive compensation for the loss resulting from such an incident.
- 9.3. These General Terms and Conditions are effective from 15 February 2023.