



# Group Personal Accident Cover MASTER POLICY Belgium – Ireland Policy document



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# A INTRODUCTION

In return for the premium paid to **Us** by the **Master Policyholder** and/or its **Affiliated Companies**, **We** will provide the cover outlined in this **Information Notice** to the **Master Policyholder** for each **Insured Person**. The **Master Policyholder** and/or its **Affiliated Companies** agree, via the **Administrator**, to provide a website (Deliveroo.qover.com) to the **Insured Person** where he/she can access the Terms and Conditions and other supporting documents in relation to the **Master Policy**.

This **Master Policy** is designed to protect the Insured Person against financial consequences resulting from a Bodily Injury due to an Accident during the Operative Time.

# This **Master Policy** is made up of the following:

- 1. The policy document which sets out exactly what is and is not covered under the **Master Policy**, the Terms and Conditions of the **Master Policy**, how to make a claim, how to make a complaint and other important information,
- 2. the Master Policy Schedule which sets out what is covered with the benefit relating to it, and
- 3. any endorsement(s).

**You** should read these Terms and Conditions, the Master Policy Schedule and any endorsement(s) together and keep them all in a safe place.

Certain words have special meanings wherever they appear in italic bold type (other than in section headings) and are listed as "Definitions" at the end of this document.

# How to contact the Administrator?

This **Master Policy** is managed by the **Administrator** who will be there to help **You** or the **Insured Persons** throughout the lifetime of this **Policy**, answer any questions **You** or the **Insured Persons** might have about this **Policy**. Sedgwick, the claims handler will be handling the claim of the **Insured Persons**.

If **You** or the **Insured Persons** have any disabilities that make communication difficult, please tell the **Administrator** or the claims handler, who will be pleased to help.

If You or the Insured Persons wish to discuss this Master Policy or a claim, You or the Insured Person can contact the Administrator or claims handler, the contact details are below:

Customer Care	Claims
CUSTOMER CARE BELGIUM	
- Phone: +32 2 808 36 52	
- E-mail: contact@qover.com	ONLINE CLAIMS FORM
	http://deliveroo.qover.com
CUSTOMER CARE IRELAND	
- Phone: +353 1800 816 037	
- E-mail: contact@qover.com	CLAIMS HANDLING SEDGWICK BELGIUM
	- Phone: +32 2 808 36 52
(price of a local call from a landline - between 9am and 4pm)	- E-mail: <a href="mailto:lnfo.tpa@be.sedgwick.com">lnfo.tpa@be.sedgwick.com</a>
WEBSITE	
www.qover.com	CLAIMS HANDLING SEDGWICK IRELAND
	- Phone: +353 1800 816 037
BY POST	- E-mail: travel@ie.sedgwick.com
QOVER SA/NV	
Rue du Commerce 31 – 1000 Brussels – Belgium	

All communication with You or the Insured Person will be in English or local language of the country insured, as chosen

by **You** or the **Insured Person**. Please try to use email where possible when contacting the **Administrator** or the claims handler.

# B. ELIGIBILITY CRITERIA

The Insured Person is eligible for cover under this Master Policy if:

- a. they are under 74 years of age; and
- b. they are legally resident and permitted to **Work** in the country of operation as per the Appendices in the Master Policy Schedule; and
- c. they are affiliated to a social security; and
- d. they hold a valid rider supplier agreement with the **Master Policyholder** and/or **Affiliated Companies** to undertake deliveries; and
- e. they undertook at least one delivery over the last 30 days
- f. they ensure they maintain and only use their means of transport if it is in a roadworthy condition; and
- g. they comply with regulations imposed by any lawfully authority; and
- h. they exercise due skill and care when making deliveries on behalf of the **Master Policyholder** and/or **Affiliated Companies**

The **Substitute** is eligible for cover under this **Master Policy**, and is, therefore, deemed an **Insured Person**, if he/she has been approved by an **Insured Person**, meets the requirements of the **Insured Person's** valid rider supplier agreement and satisfies the Eligibility criteria (a, b, c, f, g & h) stipulated above.

# C. WHAT IS COVERED

# 1. Accidental Death, Murder & Permanent and Temporary Incapacity

We will pay the amount shown in the schedule of benefits below if the *Insured Person* suffers a *Bodily Injury* due to an *Accident* during the *Operative Time*; or in case of *Murder* of the *Insured Person* during the *Operative Time*.

#### **SCHEDULE OF BENEFITS**

Benefit Description	Benefit Amount
Accidental Death	EUR 50,000
Murder	EUR 50,000
Funeral Benefit	EUR 3,000
Loss of sight in one eye	EUR 15,000
<b>Loss of sight</b> in both eyes	EUR 30,000
Loss of limbs - Loss of use of one thumb	EUR 30,000

- EUR 4,800
- EUR 3,600
- EUR 2,400
- EUR 3,600
- EUR 900
EUR 50,000
75% of the Insured Person's average Gross Daily Income (from the Master Policyholder and/or Affiliated Companies) or EUR 50 per day (whichever is lower)) for up to 30 days from the date of the Bodily Injury.
If the <i>Insured Person</i> has been contracted with the <i>Master Policyholder</i> and/or <i>Affiliated Companies</i> for less than 60 days at the date of <i>Bodily Injury</i> the amount of EUR 25 per day up to maximum EUR 150 shall be payable from the date of the <i>Bodily Injury</i> .
If the <i>Insured Person</i> is a substitute at the date of the <i>Bodily Injury</i> , then the amount of EUR 25 shall be payable up to a limit of 6 days from the date of the <i>Bodily Injury</i> .
Waiting Period: 7 days
EUR 50,000
EUR 50,000
EUR 30,000
EUR 7,500
EUR 30,000
EUR 15,000
EUR 9,000
EUR 13,500
EUR 7,500

# Non-plurality of benefits between Accidental death benefits and any permanent incapacity benefits:

Benefits received in case of death and any benefit received under permanent incapacity, with or without loss of use (total 5

or partial), from the table above cannot be combined.

If the Insured Person has already received, for the insured event, a benefit for permanent total incapacity or permanent loss of use, the benefit for death will be paid with deduction of benefits already received.

# **Pre-Existing Conditions:**

No benefits will be paid in relation to pre-existing conditions which existed prior to the inception of this policy, or before a valid rider contract with the **Master Policyholder** and/or **Affiliated Companies** to undertake deliveries was signed.

# How we will pay the Insured Person:

The benefit is paid as a lump sum and will be paid as follows:

#### Accidental death

If during the **Operative Time**, an **Insured Person** is involved in an **Accident** which results in death <u>as a direct consequence of the **Accident**</u> within 12 months of the date of such **Accident**. **We** will pay the lump-sum benefit as shown in the Schedule of Benefits.

- Any benefit for Accidental Death will be paid to the Insured Person's beneficiaries as soon as practical after the date of death declaration or upon receipt of required documents.
- If an **Insured Person** goes missing, and their body is not found within 12 months of their disappearance and after all available evidence is examined, there is reason to believe that they have died as a result of **Bodily Injury**, **We** will pay the Accidental Death benefit under this **Master Policy**. If the **Insured Person** is found to be alive after **We** have made such payment, the sum paid shall be returned to **Us**.
- In case of a valid Accidental Death claim payable under this policy, We will pay an additional Funeral Benefit lump sum in the amount shown in the Schedule of Benefits to the Insured Person's Beneficiaries.

#### Murder

If, during the **Operative Time**, an Insured Person dies as a result of a **Murder**, **We** will pay the lump sum as indicated in the schedule of benefits.

- Any benefit for Murder will be paid to the Insured Person's beneficiaries as soon as possible after the date of the declaration of death or on receipt of the required documents.
- In case of a valid **Murder** claim payable under this policy, **We** will pay to the **Insured Person**'s beneficiaries and pay an additional lump sum for Funeral Expense as shown in the Schedule of Benefits.

# Permanent Incapacity & loss of use

If during the **Operative Time**, an **Insured Person** is involved in an **Accident** and suffers **Bodily Injury** which results in **Permanent Total Incapacity**/loss of use within 12 months of the date of such **Accident**, **We** will pay the **Insured Person** the amount as set in the Schedule of Benefits, after a **Medical Practitioner** appointed by **Us** has analysed and agreed the decision of the **Medical Practitioner** appointed by the **Insured Person**.

The benefits listed are for 100% of the loss. If an **Insured Person** has an **Accident** and only suffers from a partial loss, then only a percentage of the whole amount will be paid.

No compensation will be granted for any **Pre-Existing Condition** or pre-existing partial incapacity of the **Insured Person** prior to the covered **Accident**. If limbs or organs that were already partially deficient prior to the **Accident**, the compensation will be based on the difference in the condition of the limb or organ before and after the covered **Accident**.

# Temporary Total Incapacity from a Bodily Injury due to an Accident

We will pay, subject to the Waiting Period, the Temporary Total Incapacity benefit shown in the schedule of benefits to the Insured Person for a period not exceeding 30 days in all as from the day of the Bodily Injury. When deemed appropriate to Us or in case of any doubt, We might appoint a Medical Practitioner to analyse and agree the decision of the Medical Practitioner appointed by the Insured Person.

The **Gross Daily Income** shall be calculated on the basis of the 60 days prior to the **Accident**. If the **Insured Person** has been contracted with the **Policyholder** for less than 60 days at the date of the **Accident** then an amount of EUR 25 per day shall be payable up to a maximum of EUR 150.

The **Substitute** will always be paid EUR 25 per day up to a maximum of EUR 150 for max 6 days.

The **Temporary Total Incapacity** Benefit from a **Bodily Injury** will be paid until the **Insured Person** is medically able to return to **Work**. It will be paid up to a maximum payment of 30 days in total in respect of any one claim, but not necessarily consecutive.

# **Waiting Period**

Once the **Insured Person** has been unable to **Work** due to a **Bodily Injury** for 7 consecutive days the **Insured Person** will be paid the **Temporary Total Incapacity** from the day of the **Bodily Injury** as shown in the schedule of benefits.

# 2. Medical expenses related to a covered Bodily Injury due to an Accident

We will indemnify the Insured Person for the incurred costs, as a result of a **Bodily Injury**, of medical treatments, surgical or other diagnostic or remedial treatment required, performed or prescribed by a **Medical Practitioner** up to the maximum benefit payable for each **Insured Person** per **Period of Insurance**.

**We** will also pay hospital costs, medical bills or prescribed medicines or restorative and medically necessary cosmetic surgery, prosthesis, up to the maximum benefit payable for each **Insured Person** per **Period of Insurance**.

The maximum benefit payable for all claims under medical expenses for each **Insured Person** for the above coverage is EUR 7,500 for costs incurred directly related to an insured accident within 12 months of the date of the accident and in the aggregate for all accidents incurred during a **Master Policy** year.

This insurance will only apply in excess to the reimbursement in other similar insurance policies closed by the insured and/or reimbursements by any Social Security scheme (Health Fund).

In the event of multiple claims during the same **Insurance Period**, each amount paid will be deducted from the benefit of EUR 7,500 until this total amount is exhausted. Thereafter, all costs will be borne by the **Insured Person** him/herself.

# 3. Convalescence benefit

We will pay up to EUR 20 per day up to a maximum of EUR 280 whilst the Insured Person recovers from Bodily Injury (only after an in-patient stay of minimum 24 hours) due to an Accident on the advice or requirement of a Medical Practitioner.

Convalescence must take place outside the hospital; if it takes place in a hospital, the cover provided under point 7 applies.

# 4. Facial scarring benefit from Assault only

In the event an **Insured Person** suffers a permanent and visible scar to the face following an **Assault**, **We** will pay the **Insured Person** the amount specified below dependent on the extent of injury as determined by a **Medical Practitioner**.

A scar to the face that is:

- a) 3 to 9 centimetres in length or square centimetres in area EUR 250
- b) 10 centimetres or over in length or square centimetres in area EUR 500

Up to a maximum payment of EUR 750 for multiple scarring of the face.

# 5. Dislocation requiring reduction under anaesthesia

If as a result of **Bodily Injury** an **Insured Person** requires dislocation reduction under anaesthesia, **We** will pay to the **Insured Person** the amount specified below:

a) A hip: EUR 500b) A knee: EUR 300

c) Wrist or elbow: EUR 200

d) Ankle, shoulder blade or collar bone: EUR 100

e) Finger(s), toe(s) or jaw: EUR 50

# 6. Dental benefit

If the **Insured Person** suffers dental damage as a result of a **Bodily Injury**, **We** will pay up to a maximum of EUR 2,000 for the costs incurred by the **Insured Person**, whether permanent or temporary, for all teeth damaged in the same accident.

The amount of maximum of EUR 2,000 for costs described above must relate to an insured accident within 12 months of the date of the accident and in the aggregate for all accidents incurred during the **Period of Insurance**.

This cover will only apply in addition to reimbursements from other similar insurance policies taken out by the **Insured Person** and/or reimbursements from any social security scheme.

In the case of several claims during any one **Period of Insurance**, any amount paid will be deducted from the EUR 2,000 benefit until it's been used up. Thereafter, any costs will have to be borne by the **Insured Person**.

# 7. Hospital In-patient due to Accident

We will pay EUR 50 per complete 24 hours an **Insured Person** remains an **In-Patient** in a hospital as a result of **Bodily Injury** up to a maximum of 60 nights and up to EUR 3,000.

# 8. Family benefit

If the **Insured Person** has made at least 200 deliveries during the last 6 months, the **Insured Person** will receive the Family benefit up to 500 EUR in the event of death or serious permanent disability.

The Substitute is excluded.

Any permanent disability of more than 30% is considered as a serious permanent disability.

All the above benefits under paragraph 2 – 8 are paid in addition to any amounts paid for any other benefits under this Master Policy.

# 9. Counselling service

Telephone helplines from 9 am to 6 pm (price of a call from local landline)

- For Belgium: +32 2 808 36 52

For Ireland: +353 1800 816 037

The following telephone helplines are part of this **Policy** and are available to **You** to use up to 3 times throughout the **Period of Insurance**. Please note that **You** will be required to provide the following policy number: ROO20240701

# Counselling

- a) Identifying and managing stress and stressful situations.
- b) Crisis counselling.
- c) Debt emotional support.
- d) Addiction emotional support.
- e) Support on emotional aspects of living with a long-term injury or disablement.
- f) Following death, support and help for the bereaved customer and work related colleagues to cope with the trauma of their loss.
- g) Support in dealing with the psychological impact of not being able to continue to work due to injury.
- h) Signpost and details of organisations which provide face-to-face counselling.

# Medical advice

- a) General medical information advice which can be given over the telephone.
- b) How to access details of the length of hospital waiting lists.
- Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- d) Information on facilities available through social services.
- e) Advice on how to obtain a second opinion.

# Bereavement advice for You or Your family

- a) Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor.
- b) Advice on how to register death, the duties of the public officer and information on the documents required by the registrar.
- c) Signpost advice to a funeral director and advice on the practical details.

The service provider will provide the personal support and counselling services described in the general conditions, using care and skills consistent with good industry practices and professional standards. When using the services, the **Rider** must always exercise due diligence and reasonable judgement. The services may include guidelines or recommendations or interpretation of data. The **Rider** is solely and exclusively responsible for deciding any particular course of action or omission and for implementing any actions or taking any decisions on this basis. The service provider, the **Administrator** and **Insurer** disclaim all liability with regard to such actions or decisions and their consequences.

# D. WHAT IS NOT COVERED

# **Important**

When a **Rider** engages with a **Substitute** (appoints someone else to complete deliveries on his/her behalf, using his/her rider account), the **Substitute** must meet the terms of the active "Rider Supplier Agreement" and fulfil the **Policyholder's** guidelines to **Riders** on the use of **Substitutes**.

Without prejudice to the requirements as set out in Title B "Eligibility criteria" in order for the **Substitute** to be covered, the **Rider** will have the following obligations:

- Hold an active and valid "Rider Supplier Agreement" with Deliveroo at the time of substitution;
- Show that all relevant terms of the "Rider Supplier Agreement", in relation to **Substitutes**, are met;
- Provide evidence that the **Substitute** is permitted to **Work** in the location in the jurisdiction of and as specified by the Rider Supplier Agreement.

Would the Rider not meet the above conditions, the coverage for the Substitute will be denied.

We will not pay any claim or benefit arising from:

- i) Bodily Injury occurring outside the Operative Time;
- ii) **Bodily Injury** caused by or contributed to by deliberate acts (except for *Murder*), suicide, attempted suicide or self-inflicted injury;
- iii) an **Accident** arising directly or indirectly from:
  - a) War, Strike or Civil Protest,
  - b) the Insured Person engaging in Active War,
  - c) Nuclear Risks.
- iv) if **We** can prove there is a causal link with the accident: **Bodily Injury** occurring when the blood alcohol level of the **Insured Person** limit exceeds 50mg per 100ml of blood, or when the **Insured Person** is taking drugs other than in accordance with a lawful prescription:
- v) **Bodily Injury** occurring due to any act of violence of the **Insured Person** if he/she took part actively to the concerned event unless they take all necessary precautions to avoid the **Accident** and its consequences,
- vi) **Bodily Injury** occurring following reckless acts unless attempt to save a human life, goods or legitimate interest,
- vii) Travel costs incurred in order to seek medical treatment following **Bodily Injury**.
- viii) Dental costs incurred by the **Insured Person** for cosmetic enhancement of teeth following **Bodily Injury**.
- ix) **Bodily Injury** suffered by the **Insured Person** as a result of accidents, infirmities or illnesses which occurred prior to the date on which the Insured took out cover,
- x) **Bodily Injury** suffered by the **Insured Person** aggravating a previous infirmity due to the negligence of the driver in his medical treatment,
- xi) **Bodily Injury** suffered by the **Insured Person** as a result of an **Accident** caused by an epileptic seizure or cerebral embolism.

# E. GENERAL PROVISIONS

#### How to make a claim

In order to make a claim as a result of **Bodily Injury**, the **Insured Person** or the **Beneficiaries** in case of the **Insured Person's** death shall provide all documents that will allow **Us** to establish the **Insured Person's** right to a benefit or indemnity. The **Insured Person** shall commit to ask their **Medical Practitioner** to give them all information regarding their health condition.

We reserve the right to verify the statements made to **Us** and the answers provided to **Our** inquiries. **Our** medical consultant can help the **Insured Person** request a medical examination with a **Medical Practitioner** designated by him. Costs for this exam will be at **Our** expense.

Items the **Insured Person** should keep in mind when claiming:

- A. Consult a **Medical Practitioner** as soon as possible.
- B. Provide **Us** permission to see the case specific medical records as set out in any relevant legislation.
- C. Provide the evidence **We**, the **Administrator** and/or the claims handler request to establish the circumstances surrounding the **Bodily Injury** and help to obtain witness statements or other such reports including Deliveroo tracking data at the time of the **Accident**.
- D. Provide assistance and cooperation with **Us**, the **Administrator** and/or the claims handler in obtaining any additional medical and any other records **We** or the **Administrator** require to evaluate the claim. If the **Insured Person** does not do so, **We** shall not be liable to pay the claim.
- E. Must agree to be examined by any medical advisor **We** appoint and as often as **We** feel necessary throughout the claim. **We** will pay for any such examination.
- F. Throughout the period of the claim under this contract, **We** will need the **Insured Person** to provide evidence of its incapacity by filling in a monthly claim continuation form and providing documentation from a **Medical Practitioner** signing the **Insured Person** off work. **We** will only accept this form of documentation for individual periods of up to one month. For periods longer than this, **We** will require a detailed written medical report with supporting evidence from the **Medical Practitioner** to explain why the **Insured Person** is in need of a longer period of incapacity.
- G. The **Insured Person** will not be entitled to any benefit for any period of incapacity that the **Insured Person** does not provide evidence of. If a benefit has already been paid, the **Insured Person** will be required to pay back any amount that the **Insured Person** is not entitled to.
- H. In case of **Assault**, the **Insured Person** will need to provide, at its own expense, a copy of the Police Report and crime number.
- The Insured Person must consent to personal data, including medical records, being shared with all parties involved in the claims handling process, including Us. It may also be necessary to share such data with the Master Policyholder and/or its Affiliated Companies.

# **Notification**

The **Insured Person** shall provide **Us** with notification of the **Bodily Injury** within 10 days or as quickly as it can reasonably be done. In case of death, the **Medical Practitioner** asserting death can send the death certificate to the claim adjuster within 10 days.

# **Medical certificates**

Within 10 days of the beginning of the incapacity to **Work**, or as soon as it can reasonably be done, it is necessary to send **Us** a certificate of first observations from the **Insured Person's Medical Practitioner**.

All Medical certificates relating to the **Bodily Injury**, the treatment, the **Insured Person's** current or previous status as well as any other information requested by **Us**, also has to be provided to **Us** within 10 days, or as quickly as it can reasonably be done.

# The medical challenge

In the event an **Insured Person** does not agree with a medical decision, this should be reported to **Us** within 15 days after notification of the decision. The dispute will be submitted on contradiction to a panel of minimum 2 expert physicians, one designated by each involved party.

If this panel does not reach an agreement, they designate, in consensus, another expert physician whose role is to provide a decisive answer. If the panel cannot appoint an expert physician in consensus, the designation will be done by the Court of First Instance in the country of Belgium or Ireland on appeal of the plaintiff.

Each party carries the cost of his own **Medical Practitioner**; the fee of the arbitrary expert physician is carried by all involved parties at equal shares. The same principle will apply for fees of any expert they appeal.

# Measures in case of non-compliance with obligations in case of claim

In case of non-compliance with obligations in case of claim, **We** can reduce the indemnity or benefit or recover it if it has been paid to the extent that **We** have suffered a harm. If this breach is the result of fraudulent intent, **We** may refuse any intervention or recover the indemnity or benefit already paid.

If **We** establish that the **Insured Person** deliberately or recklessly provided **Us** with false or misleading information relating to any claim **We** may refuse to pay such claim and recover any benefit already paid and cancel this insurance in respect of such **Insured Person** from the date such false information was provided.

# **Complaints**

# What to do in the event of a complaint?

We aim to provide You and the Insured Persons with the best quality of service at all times.

Dissatisfaction may however arise during the relationship between **You** or the **Insured Person** and **Your** insurer, and we remain open to any claim.

If **You** or the **Insured Person's** complaint relates to the management of **Your** contract, first consult the **Administrator** of your contract, Qover SA/nv:

# Phone

For Belgium: +32 2 808 36 52For Ireland: +353 1800 816 037

(price of a local call from a landline - between 9am and 4pm)

E-mail: mediation@gover.com

Mail:

QOVER SA/NV Mediation Department Rue du Commerce 31, 1000, Brussels Belgium

For complaints specific related to the claims, You or the Insured Person can contact the claims handler Sedgwick

- Phone: +44 2920 320 967

- E-mail: <u>deliverooclaimsint@uk.sedgwick.com</u>

**You** or the **Insured Person** may also contact the Insurer Zurich Insurance Europe AG ("Zurich)", by writing to the following address:

Zurich Insurance Europe AG, Belgian branch Complaints Department Building Caprese - Da Vincilaan 5 1930 Zaventem Belgium Zurich undertakes to acknowledge receipt of **Your** or the **Insured Person's** correspondence within 10 working days (unless Zurich has already provided **You** with a reply within this period), and to process **Your** or the **Insured Person's** claim within a maximum period of 60 working days from receipt of **Your** correspondence.

Finally, **You** may refer the matter in writing to the Insurance Ombudsman in Belgium or the Financial Services and Pensions Ombudsman Ireland. Here are their contact information:

# **Belgium**

# **Insurance Ombudsman**

Square de Meeûs 35 1000 Brussels Belgium

Telephone: +32.2.547.58.71 Fax: +32.2.547.59.75

E-mail: info@ombudsman-insurance.be Website: www.ombudsman-insurance.be

# Ireland

# **Financial Services and Pensions Ombudsman**

Lincoln House Lincoln Place Dublin 2 D02 VH29

Telephone: +353 1 567 7000

Email: info@fspo.ie Website: www.fspo.ie

The Mediator is a separate personality from outside Zurich who carries out his mission in complete independence. This recourse is free of charge. He delivers a reasoned opinion within 90 days of the case being referred to him.

The provisions for handling complaints mentioned above are without prejudice to Your or the Insured Person's right to initiate legal proceedings.

# **Sanctions endorsement**

We shall not be deemed to provide cover and We shall not 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 Us 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.

# **Data Protection**

# Who controls your personal information

This notice tells you how Zurich Insurance Europe AG ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information, or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Europe AG, Belgian Branch, Da Vincilaan 5, 1930 Zaventem, Belgium or by emailing the Data Protection Officer at <a href="mailto:privacy.belgium@zurich.com">privacy.belgium@zurich.com</a>.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Data Privacy Authority.

# What personal information we collect about you

We will collect and process the personal information that you give us by phone, email, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

# How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

- to provide you with a quotation and/or contract of insurance
- to identify you when you contact us
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service we provide to you
- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

# Who we share your personal information with

Where necessary, we share personal information for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- intermediaries, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

# How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

# How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Europe AG, Belgian Branch, Da Vincilaan 5, 1930 Zaventem, Belgium or by emailing the Data Protection Officer at <a href="mailto:privacy.belgium@zurich.com">privacy.belgium@zurich.com</a>.

# How long we keep your personal information for

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional hodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

# Your data protection rights

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest and/or you have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise your rights by contacting our Data Protection Officer at: Zurich Insurance Europe AG, Belgian Branch, Da Vincilaan 5, 1930 Zaventem, Belgium or by emailing the Data Protection Officer at <a href="mailto:privacy.belgium@zurich.com">privacy.belgium@zurich.com</a>.

# What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

# Changes by Us

We may change non-essential details in these General Policy Conditions and/or the Master Policy Schedule at any time by giving You at least 30 days written notice.

Non-essential details shall be all modifications which do not have an effect on the insurance coverage or insurance premium such as the formal presentation of the insurance policy or the typography.

If **You** reject or cannot accept the proposed changes of conditions, **You** have the right to cancel this insurance policy within a period of 30 days after the date the written notice was sent by **Us**.

If the cover provided to **You** on behalf of the **Insured Persons** is changed due to legislative or regulatory changes which are outside **Our** control, then **We** may not be able to give **You** 30 days' notice.

The Insured Persons have no cancellation rights under this insurance policy.

# Law & Jurisdiction

It is agreed that this Insurance shall be governed exclusively by the law and practice of the country where the **Insured Person** is based (either Belgium or Ireland), and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of the respective local competent court in Belgium or Ireland.

# F. DEFINITIONS

# **ACCIDENT**

Means a sudden, unforeseen and unexpected event, which is external, violent and visible to the body, which occurs at an identifiable time and place during the **Operative Time** and **Period of Insurance**. It includes strokes, heart attacks and ruptured aneurysms.

#### **ACTIVE WAR**

Means the active participation in a **War** by an **Insured Person** where he/she is deemed to be under instruction from or employed by the armed forces of any country.

#### **ADMINISTRATOR**

QOVER SA/NV – RPM 0650.939.878 – FSMA 0650.939.878. QOVER SA/NV legal and operating offices are located at "Rue du Commerce 31 – 1000 Brussels".

# **AFFILIATED COMPANIES**

Means the affiliated companies covered by the **Master Policy** including Deliveroo Belgium BVBA and Deliveroo Ireland Limited.

#### **ASSAULT**

An assault is carried out by an unprovoked intentional harm inflicted on or an unprovoked threat of bodily harm coupled with an apparent, present ability to cause harm to the **Insured Person** during the **Operative Time** and which includes, but is not limited to, being sprayed with a corrosive liquid and which requires the attention of a **Medical Practitioner** or attendance at a hospital must be substantiated by a Police report or crime reference number.

# **BENEFICIARY**

The person or organisation designated by the **Insured Person** in this policy to be entitled to receive the benefits related to the death of the **Insured Person**. In absence of a designated person or organisation the benefits related to the death of the **Insured Person** will be paid to the legal heirs up to the 3<sup>rd</sup> degree. Under no circumstances will the government or state count as **Beneficiary**.

# **BODILY INJURY**

Means identifiable physical injury, or physical injuries, which is caused by an **Accident**, and solely and independently of any other cause (except medical or surgical treatment rendered necessary by such injury) which results in the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

# CONVALESCENCE

Means the time to recover after an in-patient treatment and on the order of a **Medical Practitioner**.

# **GROSS DAILY INCOME**

Means the amount the **Insured Person** receives from the **Master Policyholder** and/or **Affiliated Companies** each day in respect of completed deliveries.

# **INFORMATION NOTICE**

Description of the benefits and exclusions provided for in the **Master Policy**, its Terms and Conditions, the **Insured Person**'s rights and obligations, how to make a claim and file a complaint, and other important information.

# **IN-PATIENT**

Means an **Insured Person** who has gone through the full hospital admission procedure and for whom a clinical case record has been opened and whose admission is necessary for medical care and treatment as a result of **Bodily Injury**.

# **INSURED PERSON/RIDER**

Means the active courier who has a contract with the **Master Policyholder** and/or **Affiliated companies** by way of a valid rider agreement and who is able to accept and execute requests for deliveries by logging in to the Deliveroo App, provided by the **Master Policyholder**.

#### LOSS OF HEARING

Means the permanent, total and irrecoverable loss of hearing resulting in the **Insured Person** being classified as deaf in one or two ears.

# **LOSS OF LIMB**

Means in the case of a leg or lower limb:

- a) loss by permanent physical severance at or above the ankle; or
- b) permanent, total and irrecoverable loss of use of a complete leg or foot.

In the case of an arm or upper limb:

- a) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
- b) permanent, total and irrecoverable loss of use of a complete arm or hand.

#### LOSS OF SIGHT

Means the permanent, total and irrecoverable physical loss of one or both eyes or the permanent, total and irrecoverable loss of a substantial part of the sight of one or both eyes. **We** will consider loss of sight to be substantial if the loss of sight remaining in one eye is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet).

#### LOSS OF SPEECH

Means the permanent, total and irrecoverable loss of the ability to speak.

#### **MASTER POLICY**

The combination of this Master Policy document (titled 'Group Personal Accident Cover Master Policy'), the Master Policy Schedule (titled 'Master Policy - Group Accident Insurance') with its Appendices, and any endorsement(s) attaching hereto.

# **MEDICAL PRACTITIONER**

Means a qualified medical practitioner who is registered with the local authorities and licensed to practice medicine in the country of coverage. This cannot be the **Insured Person**, anyone related to the **Insured Person** or anyone living with the **Insured Person**.

# **MURDER**

The deliberate killing of a person (whether with or without premeditation).

# **NUCLEAR RISKS**

Means ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **OPERATIVE TIME**

Means from the time the Insured Person logged into and is online on the Master Policyholder's and/or Affiliated Companies' App and up to one hour thereafter during the Period of Insurance shown in the Master Policy Schedule, or the date from when the Insured Person contracts to the Master Policyholder and/or Affiliated Companies whichever the later until the expiry date of the Period of Insurance shown in the Master Policy Schedule or the date of termination of the Insured Person's contract with the Master Policyholder and/or Affiliated Companies, whichever the earlier.

#### **PARAPLEGIA**

Means the permanent, total and irrecoverable paralysis of both legs below the hip, the bladder and rectum.

# **PERIOD OF INSURANCE**

Means the dates stated on the Master Policy Schedule in which insurance benefits agreed under the **Master Policy** between the **Master Policyholder** and **Us** are in force.

#### PERMANENT TOTAL INCAPACITY

Means a permanent, total and irrecoverable disablement which totally prevents an **Insured Person** from **Working** in any occupation for which they are suited by way of training, education or experience which in all probability will continue for the remainder of their natural life as determined by a **Medical Practitioner**.

# PRE-EXISTING CONDITION

Means any condition, injury, illness, disease or related condition and / or associated symptoms, whether diagnosed or not, which prior to the start of this insurance the **Insured Person** suffered and:

- a) is known or should reasonably be known about by the Insured Person; or
- b) the Insured Person had seen, or arranged to see, a Medical Practitioner about.

This will not include any **Pre-Existing Condition** for which the **Insured Persons** have been treatment- and symptom-free for a minimum of 12 months.

#### TEMPORARY TOTAL INCAPACITY

The period during which an **Insured Person** is temporarily but completely disabled, preventing him/her from **Working** in any occupation for which they are suited by way of training, education or experience as determined by a **Medical Practitioner**.

#### **QUADRIPLEGIA**

Means the permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs below the hip.

#### WAR

Means war, war-like activities, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power. **War** includes any and all acts to participate in, or provide support to active participants of hostilities.

# **WAITING PERIOD**

Refers to the period during which no benefits will be paid and during which the **Insured Person** is and the **Substitute** have no insurance cover.

# WE/US/OUR

Means Zurich Insurance Europe AG, Belgian Branch.

#### **WORK**

Means the **Insured Person** being contracted to the **Master Policyholder** and/or **Affiliated Companies** and who is able to accept and execute requests for deliveries by logging in to the Deliveroo App, provided by the **Master Policyholder**.

# **SUBSTITUTE**

Means the person approved by the **Insured Person**, who makes Deliveroo deliveries on behalf of the **Insured Person** and meets the obligations and criteria of the rider contract concluded between the **Insured Person** and the **Master Policyholder** and/or **Affiliated Companies**.

# YOU/YOUR/MASTER POLICYHOLDER

Means the **Master Policyholder** and/or its **Affiliated Companies** identified as Deliveroo Belgium BVBA and Deliveroo Ireland Limited in the **Master Policy Schedule** who has concluded the policy and has paid the total amount of the premium to the Insurer.

The obligations and duties arisen from the contract correspond to the **Master Policyholder**, except those that by their nature must be fulfilled by the **Insured**. The benefits arising from the insurance contract will correspond to the **Insured**.

It is expressly stated that the duty to pay the premium is assumed exclusively by the Master Policyholder.



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