



# Group Personal Accident Cover MASTER POLICY

France

Policy document



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# A INTRODUCTION

In return for the premium paid to **Us** by the **Master Policyholder** (Deliveroo France SAS), **We** will provide the cover outlined in this **Information Notice** to the **Master Policyholder** for each **Insured Person**. The **Master Policyholder** agrees, via its **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 the financial consequences resulting from a Bodily Injury due to an Accident during the Operative Time according to the terms & conditions defined below.

This Master Policy is made up of the following:

- 1. The present Terms and Conditions (titled 'Group Personal Accident Cover Master Policy Terms & Conditions') which sets out exactly what is and is not covered under the **Master Policy**, the conditions of the **Master Policy**, how to make a claim, how to make a complaint and other important information,
- 2. the Master Policy Schedule (titled 'Master Policy Schedule Group Accident Insurance') 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 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 management company 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 management company who will be pleased to help.

If **You** or the **Insured Persons** wish to discuss this **Master Policy**, or the **Insured Person** wishes to make a claim or discuss an ongoing claim, **You** or the **Insured Person** can contact the **Administrator**, the contact details are below:

Customer Care	Claims
CUSTOMER CARE FRANCE  - Phone: + 33 (0)   89 73   2 6    - E-mail: contact@qover.com  (price of a local call from a landline - between 9am and 4pm)	ONLINE CLAIMS FORM  http://deliveroo.qover.com
WEBSITE  www.qover.com  BY POST  QOVER SA/NV  Rue du Commerce 31 – 1000 Brussels – Belgium	CLAIMS HANDLING SEDGWICK FRANCE  - Phone: + 33 (0)1 89 73 12 61  - E-mail: deliveroo.claims.france@fr.sedgwick.com

All communication with **You** or the **Insured Person** will be in French or English, as chosen by **You** or the **Insured Person**. Please try to use email where possible when contacting the **Administrator** or the claims management company.

# B. ELIGIBILITY CRITERIA

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

- a. He/she is under 74 years of age; and
- b. He/she is legally resident and authorized to **Work** in the country where he/she carries out his/her activity, in accordance with the master policy schedule; and
- c. He/she is affiliated to a social security system; and
- d. He/she holds a valid rider contract with the **Policyholder** and/or the **Affiliated Companies** to make deliveries; and
- e. He/she has made at least one delivery in the last 30 days; and
- f. He/she takes care to maintain his/her means of transport and to use it only if it is in working order; and
- g. He/she complies with the regulations imposed by any legitimate authority; and
- h. He/she demonstrates the necessary skills and care when making deliveries on behalf of the **Policyholder** and/or the **Affiliated Companies**.

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

# C. WHAT IS COVERED

#### A. Which Riders are covered?

#### **Accident coverage:**

The **Insured Person** and the **Substitute** who has made at least 1 delivery for the **Master Policyholder** during the last 30 days

# **Important**

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:

- Show evidence of an existing collaboration contract between the **Substitute** and the **Rider**;
- Show evidence that the **Substitute** is permitted to **Work**;
- Show evidence that the Rider has mandated the Substitute to Work on a specific day (e.g. dated email, contract or text message);
- Show evidence of the payment between the Substitute and the Rider, and any previous payments.

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

# B. Benefits

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

We cover the damages listed exhaustively in the following table within the limits of the benefit amount indicated if the Insured Person suffers from a Bodily Injury due to an Accident during the Operative Time; or in case of a Murder of

# **SCHEDULE OF BENEFITS**

Benefit description	Benefit amount
Accidental Death (Accident only)	EUR 50,000
Murder	EUR 50,000
Funeral Benefit (Accident only)	EUR 3,000
Quadriplegia (Accident only)	EUR 50,000
Paraplegia (Accident only)	EUR 50,000
Loss of sight in one eye (Accident only)	EUR 12,500
Loss of sight in both eyes (Accident only)	EUR 25,000
Loss of a limb (Accident only)	EUR 25,000
Permanent Total Incapacity	EUR 50,000

(Accident only)	(Total amount is for 100% incapacity)
Loss of hearing in both ears (Accident only)	EUR 25,000
Loss of hearing in one ear (Accident only)	EUR 6,250
Total and permanent loss of speech (Accident only)	EUR 25,000
Loss of use of shoulder or elbow (Accident only)	EUR 12,500
Loss of use of hip, wrist, knee or ankle (Accident only)	EUR 7,500
Loss of use of the whole lower jaw (Accident only)	EUR 11,250
Loss of use of kidney (Accident only)	EUR 7,500
Temporary Total Incapacity from a Bodily Injury due to an Accident	75% of the Insured Person's average Gross Daily Income (from the Master Policyholder) or EUR 50 per day (whichever is lower) for up to 30 days from the date of the Bodily Injury

If the Insured Person has been contracted with the Master Policyholder for less than 60 days at the date of Bodily Injury the amount of EUR 25 per day up to maximum EUR 150 shall be payable from the date of the Bodily Injury.

If the Insured Person is a Substitute at the date of the Bodily Injury, then the amount of EUR 25 shall be payable up to a limit of 6 days from the date of the Bodily Injury.

Waiting period: 7 days

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

Benefits in the event of death and permanent incapacity, with or without loss of use (total or partial), as listed in 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** 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 direct consequence of the **Murder**, **We** will pay the lump-sum benefit as shown on in the schedule of benefits.

- Any benefit for Murder 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.
- In case of a valid Murder 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.

#### Permanent Total 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 analyze 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 Deliveroo for less than 60 days at the date of the **Accident** then an amount of EUR 25 per day shall be payable, with a maximum of 150 EUR for max 6 days as from the day of the Bodily Injury.

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 found unable to **Work** due to **Bodily Injury** for 7 consecutive days, the **Insured Person** will receive the benefit of **Temporary Total Incapacity** disability resulting from the day of the **Bodily Injury** as indicated 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**.

**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**.

The maximum benefit payable for all claims under Medical Expenses for each **Insured Person** for the above coverage is EUR 7.500 with a maximum of 100% of the Social Security Reimbursement Base for expenses directly related to an insured accident for any intervention or individual invoice.

This insurance will only apply in excess to the reimbursement in other similar insurance policies closed by the insured and/or reimbursements by any compulsory Social Security scheme (whether in the agreement sector or not) and may in no case exceed the amount of the actual costs incurred.

We will cover the costs incurred between the start date and the end date of the guarantee following an accident occurring during the **Operative Time**.

# 3. Convalescence benefit following an Accident

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.

# 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 centimeters in length or square centimeters in area EUR 250
- b) 0 centimeters or over in length or square centimeters in area EUR 500

Up to a maximum payment of EUR 750 for multiple scaring's of the face.

# 5. Dislocation requiring reduction under Anaesthesia following an Accident

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

a) A hip: EUR 500 b) 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 following an Accident

If the **Insured Person** suffers dental damage as a result of an insured **Accident, We** will pay up to a maximum of EUR 2.000 with a maximum of 100% of the basic amount of social security reimbursement for any necessary individual intervention, 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.

This insurance will only apply in excess to the reimbursement in other similar insurance policies closed by the insured and/or reimbursements by any compulsory Social Security scheme (whether in the agreement sector or not) and may in no case exceed the amount of the actual costs incurred.

In the event of multiple claims during the same **Period of Insurance**, each amount paid will be deducted from the benefit of EUR 2,000 until the total amount has been used up. Thereafter, all costs will be borne by the **Insured Person**.

# 7. Hospital In-patient due to Accident

**We** will pay, subject to a **Waiting period** of 24 hours, EUR 30 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 40 nights and up to EUR 1,200.

# 8. Attendance to Jury Service benefit

If the **Insured Person** is unable to **Work** because he or she is required to attend a jury (even if he or she has not been selected to serve on a jury), **We** will pay them the amount mentioned below provided that he or she has received a summons from the court after the beginning of the **Period of Insurance** and has not previously requested that the period of service on the jury be deferred.

The amount of the benefit is 500 EUR provided that the **Insured Person** has made a minimum of 30 deliveries during the 8 weeks preceding the date of assignment.

# 9. Family Benefit

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

The Substitute is excluded and cannot benefit from this coverage.

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

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

# 10. Counselling service

**Telephone Helplines**: + 33 (0)1 89 73 12 61, from 9 am to 6 pm

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.

# Personal tax advice:

General advice on tax issues of a personal nature (excluding financial planning advice relating to ways of avoiding or 10

reducing personal tax liability).

#### 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:

- 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

The following will never be covered under the present policy:

- 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 or refusal to seek treatment in France, within the meaning of Article 324-I of the Social Security Code;
- 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. Bodily Injury occurring when the blood alcohol level of the Insured Person limit exceeds 50mg per 100ml of blood; the Insured Person taking drugs other than in accordance with a lawful prescription; if We can prove there is a causal link with the accident,

- 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. All Damages occurring outside Metropolitan France.
- x. Bodily Injury suffered by the Insured as a result of accidents, infirmities or illnesses which occurred prior to the date on which the Insured took out cover,
- xi. Bodily Injury suffered by the insured aggravating a previous infirmity due to the negligence of the rider in his medical treatment,
- xii. Bodily Injury suffered by the Insured 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 management company 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 management company 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.

# Notification

The **Insured Person** shall provide **Us** with notification of the **Bodily Injury** within 10 days of the **Accident** or as quickly as it can reasonably be done. In case of death (following an **Accident**), 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 France 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 anytime open to complaints.

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

Phone: +33 (0)1 89 73 12 61 (price of a local call from a landline - between 9am and 4pm)

E-mail: mediation@qover.com

- Mail·

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

For complaints specific related to claims, **You** or the **Insured Person** can contact the claims management company Sedgwick:

Phone: +44 2920 320967

E-mail: deliverooclaimsint@uk.sedgwick.com

You or the Insured Person may also contact the Insurer Zurich Insurance Europe AG ("Zurich)":

- Address :

Zurich Insurance Europe AG, Belgian branch Complaints Department Building Caprese - Da Vincilaan 5 1930 Zaventem Belgium

Website: http://www.mediation-assurance.org/Saisir+le+mediateur

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, in case **You** are still not satisfied, **You** may also refer the matter in writing to the Mediator:

- Address:

La Médiation de l'Assurance TSA 50 110 75441 Paris cedex 09

- Website: http://www.mediation-assurance.org/Saisir+le+mediateur

The Mediator is a separate personality from outside Zurich who carries out his mission in complete independence.

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 bodies
- 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 **Master Policy** shall be governed exclusively by the law and practice of France, and any disputes arising under, out of or in connection with this **Master Policy** shall be exclusively subject to the jurisdiction of any competent court in France.

In the event of any conflict or discrepancy between any translated version of the **Master Policy** and the English version, the English version shall prevail.

# **F DEFINITIONS**

#### **ACCIDENT**

Means a non-intentional sudden, unforeseen and unexpected event, which is external to the victim, 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 115284A. QOVER SA/nv legal and operating offices are located at "Rue du Commerce 31 – 1000 Brussels". QOVER SA/nv operates under the free movement of services in France.

#### **AFFILIATED COMPANIES**

Refers to the affiliated companies covered by the **Master Policy**, including Deliveroo France SAS.

#### **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 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** 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** 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 Terms & Conditions'), the Master Policy Schedule (titled 'Master Policy Schedule - Group Accident Insurance') with its Appendices, and any endorsement(s) attached hereto.

#### **MEDICAL PRACTITIONER**

Means a qualified person 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 the **Master Policyholder's** 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** 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**, 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.

#### 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**.

#### 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.

#### **WAITING PERIOD**

Period during which no benefits will be granted, the **Insured Person** and the **Substitute** do not benefit from insurance coverage.

# **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.

# WE/US/OUR/INSURER

Means Zurich Insurance Europe AG, Belgian Branch

#### WORK

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

# YOU/YOUR/MASTER POLICYHOLDER

Means the **Master Policyholder** identified as Deliveroo France SAS 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 Person**. The benefits arisen 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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