

Deliveroo Riders
Public Liability Insurance
France
Policy document



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A. Introduction

1. This **Policy** records the terms upon which the **Insurer** has agreed to insure liabilities incurred by any of the **beneficiaries** during the **Coverage Period**:
 - a. whilst using any **Vehicle** ; and/or
 - b. whilst on foot when collecting or delivering a Deliveroo placed **Order** (whether the **Beneficiary** used a **Vehicle** or a road registered motor vehicle before or after stepping out of it).
2. The parties to this **Policy** are the **Insurer** and the **Policyholder**. Accordingly, only the **Beneficiary, Policyholder** and/or its **Affiliated Companies** are entitled to receive indemnity under this **Policy**.
3. No indemnity will be paid for the liability of any **Beneficiary** who has not complied strictly with the requirements of this **Policy**.
4. This **Policy** is not intended to meet the requirements of the European Motor Insurance Directives (as per Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009) or any national or international laws, regulations, rules or conventions concerning the compulsory insurance of vehicles
5. This **Policy** is not intended to meet the requirements of any national or international laws, regulations, rules or conventions concerning (compulsory) employers liability.

B. Insurance contract

1. The **Insurer** will provide indemnity for :

1.1 all sums which a **Beneficiary** may become liable to pay as **Damages** for :

- a. **Bodily Injury** ; and/or
- b. **Property Damage**

arising directly from an **Event** which took place during the **Coverage Period** in the **Territory** and during the **Period of Insurance**.

1.2 **Defence Costs** related to a **Claim** against a **Beneficiary** which is covered under paragraph 1.1 above.

2. The limit of liability stated below is the maximum amount payable by the **Insurer** (including **Defence Costs**) in relation to any **Event**.

3. All obligations of the **Insurer** towards a **Beneficiary** in relation to an **Event** shall cease after the limit of liability has been paid by the **Insurer** (less any excess where applicable).

4. The limits of liability per cover :

Cover	Limit of Liability	Excess
Liability for Bodily Injury , & Property Damage and/or Consequential Financial Loss combined	9.000.000 EUR per Event & 1.200.000 EUR per Event With an annual aggregate of 9.000.000 EUR	No excess
Including following sublimits		
Inexcusable Fault (“ Faute inexcusable ”)	1.000.000 EUR per Event and EUR 2.000.000 in the annual aggregate	No excess
Sudden and Accidental Pollution	750.000 EUR per Event and in the annual aggregate	No excess
Pure Financial Loss	250.000 EUR per Claim and in the annual aggregate	No excess
Liability for damage to Goods belonging to a third party	5.000 EUR per Claim and in the annual aggregate per country	No excess
Defence costs	20.000 EUR per Claim and in the annual aggregate per country	No excess

C. Definitions

The following definitions are applicable to the **Policy**.

1. **Abuse** shall mean the damage caused by a **Beneficiary** as a result of their:
 - a. Intent;
 - b. gross negligence. Without prejudice to the exclusions and the cases of non-insurance provided for in the contract, the following are considered as gross negligence:
 - any violation of the laws, regulations or customs specific to the activities of the **Beneficiary**, and that an informed person should know would almost inevitably lead to damages;
 - the acceptance and execution of works of which the **Beneficiary** should have been aware that he did not have the necessary skills, technical knowledge, human and material resources to fulfil the commitments entered into;
 - acts of violence against persons or malicious destruction or misappropriation of property.
2. **Administrator** shall mean 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”
3. **Affiliated Companies** shall mean these entities covered under the **Policy**: Deliveroo France SAS
4. **Beneficiary** shall mean a **Rider** or a **Substitute**.
5. **Bodily Injury** shall mean death or identifiable physical injury or physical injuries, which is caused by the **Beneficiary**, and solely and independently of any other cause.
6. **Claim** shall mean an **Event** which causes loss to a third party and for which a written demand for monetary compensation is introduced by that third party against a **Beneficiary** relating to the **Event**.
7. **Consequential financial loss** shall mean any non-material damage that is the result of insured physical or property damage.
8. **Coverage Period** shall mean the period of time commencing when a **Beneficiary** logs into and is online on the Deliveroo App and concluding 1 hour after the **Beneficiary** logs out of the Deliveroo App and goes offline. By exception, the **Coverage Period** will end immediately if the **Beneficiary** is logged into the Deliveroo App but has not been “available” for 1 hour to accept **Orders** (the **Beneficiary** being always covered during the first hour of being logged in).
9. **Damages** shall mean the damages which a party other than the **Policyholder** and a **Beneficiary** is legally entitled to receive and legal costs and expenses recoverable from the **Policyholder** or **Beneficiary** by a party other than the **Policyholder** or **Beneficiary**.
10. **Defence Costs** shall mean any and all legal costs and expenses (other than management expenses) which are reasonably and necessarily incurred with the prior written consent of the **Insurer** :
 - a. in the adjustment, investigation and adjudication of any **Claim** under this policy; and/or
 - b. to assist the **Insurer** in the investigation or defence of any **Claim**.
11. **Inexcusable Fault (“Faute Inexcusable”)**

This **Policy** covers reimbursement of all sums payable by the **Policyholder** in the event of an action brought against him/her :

 - by the Caisse Primaire d'Assurance Maladie or any other French social protection body
 - by the victim and/or his/her dependants
 - by an employer who has temporarily placed under the **Policyholder**'s orders an employee who is bound by a contract of employment

in the event of an accident at work or an occupational disease resulting from an **Inexcusable Fault** committed by the **Policyholder** or by the persons he/she has replaced in the management of the company (article L 452-1 of the Social Security Code or equivalent text from a French social protection scheme).

12. **Event** shall mean an act, accident or occurrence during the **Coverage Period** caused directly by a **Beneficiary**
 - a. whilst using any **Vehicle** ; or
 - b. whilst on foot when collecting or delivering an **Order** (whether the **Beneficiary** used a Vehicle or a road registered motor vehicle before or after stepping out of it).All acts, accidents and events which are consequent on or attributable to one source or original cause shall be treated as a single **Event** which is deemed to have taken place at the time when the first act, accident or occurrence took place.
13. **Goods** shall mean all the items listed on the delivery order the **Beneficiary** is carrying at the time of the Event.
14. **Insurer** shall mean Zurich Insurance Europe AG, Belgian Branch.
15. **Loss Adjuster** shall mean Sedgwick.
16. **Order** shall mean the order of **Goods** by a Deliveroo customer using the Deliveroo smartphone application, website or technology provided by the **Policyholder** in the **Territory**.
17. **Period of Insurance** means the dates specified on the schedule of the **Policy** on which the insurance benefits agreed under the **Policy** between the **Policyholder** and the **Insurer** are in force.
18. **Policy** shall mean this policy document and the attached schedule issued to the **Policyholder** named in the schedule.
19. **Policyholder** is identified in the policy schedule as Deliveroo France SAS, who has concluded the **Policy** and has paid the total amount of the premium to the **Insurer**.
20. **Property Damage** shall mean physical damage to, loss of or destruction of tangible property including any loss arising directly therefrom.
21. **Pure Financial Loss** shall mean any financial loss resulting from the inability to exercise a right, the interruption of some service being provided by an individual or item or some loss of income arising in the absence of any **Bodily injury** or **Property damage**.
22. **Rider** shall mean an active courier who has a contract with the **Policyholder** by way of a valid rider supplier agreement and is entitled to log in the Deliveroo App provided by the **Policyholder**.
23. **Substitute** shall mean a person approved by a **Rider**, who carries out delivery services on the **Rider's** behalf and meets the criteria of the **Rider's** valid rider supplier agreement with the **Policyholder**.
24. **Sudden and Accidental Pollution** shall mean damages caused by
 - c. the deposit, scattering, discharge, release or run-off of solid, liquid or gaseous substances that affect the soil, water or air ; or
 - d. noise, odour, temperature, moisture, vibrations, radiation or irradiation;to the environment insofar as
 - a. the event that caused the environmental damage results from a harmful fact that is sudden, involuntary and unforeseen. Gradual pollution is always excluded.
 - b. it is not due to a violation of the environmental protection regulations. However, if such damage is caused by a **Beneficiary** who is not an executive, neither a member of the management nor a technical responsible person charged with preventing damage to the environment, and without the knowledge of the latter, the civil liability of the other insured resulting from such damage remains covered.

25. **Territory shall** mean Metropolitan France.

26. **Vehicle** shall mean any bicycle, tricycle, tandem, scooter or electric bicycle used by a **Beneficiary** to undertake delivery services for an **Order**. The term **Vehicle** shall not include any means of transportation that requires compulsory motor insurance or any other regulatory required insurance.

D. Exclusions

1. This **Policy** does not cover liability which is not directly caused by an **Event**.
2. This **Policy** does not cover liability in connection with an **Event** which is caused intentionally by a **Beneficiary** or the **Policyholder**.
3. This **Policy** does not cover liability in connection with an **Event** which takes place wholly or partly outside of:
 - a. the **Territory**;
 - b. the **Coverage Period**; and/or
 - c. the **Period of Insurance**.
4. This **Policy** does not cover any liability in connection with the use of a **Vehicle** by a **Beneficiary** who is disqualified from using such **Vehicle** or, where a licence is required to operate such **Vehicle** and the **Beneficiary** does not hold a valid and current licence to use such **Vehicle**.
5. This **Policy** does not cover any liability in connection with a **Beneficiary's** use of a **Vehicle** which is:
 - a. not in good condition (e.g. no lights, tires in a bad condition, breaks not working,...);
 - b. unroadworthy;
 - c. modified from the manufacturer's original specification that renders the **Vehicle** contrary to law or regulation;
 - d. being used to transport hazardous goods or explosives; and/or
 - e. not permitted to be used on the road, whether it is a public road or not.
6. This **Policy** does not cover any liability in connection with a breach of contract or agreement unless the **Beneficiary** would have had the same liability if the **Beneficiary had** not entered into the contract or the agreement.
7. This **Policy** does not cover any liability in connection with a **Beneficiary's** ownership, possession or use of any:
 - a. aircraft or aerial device for travel through air or space;
 - b. water-going vessel or craft;
 - c. hovercraft or hydrofoil;
 - d. any method of transport which require compulsory insurance; and/or
 - e. any car or motor vehicle which requires a motor vehicle licence to operate.
8. This **Policy** does not cover any legal liability or in connection with the **Policyholder's** use of or reliance upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, Internet, Intranet, Website or similar facility, system or network and/or any electronic data or related information other than where such an event results in third party bodily injury, death, disease, physical illness and or **Property Damage**.
9. This **Policy** does not cover any liability in connection with:
 - a. civil commotion, riot, labour disturbances or public disorder or attempt thereat;
 - b. war, or war-like acts or attempt thereat;

- c. military uprisings, usurped power, rebellion or revolution or attempt thereat;
- d. any act or attempt of Terrorism by any person or group, whether acting alone or under instruction or any action taken in controlling, preventing or suppressing terrorism; or
- e. flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event.

10. This **Policy** does not cover any liability in connection with:

- a. ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b. nuclear material, nuclear fission or fusion, nuclear radiation;
- c. nuclear explosives or any nuclear weapon; or
- d. nuclear waste in whatever form. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

11. This **Policy** does not cover any liability in connection with pollution, contamination or seepage discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant.

12. This **Policy** does not cover any liability in connection with any obligation under a workers' compensation, employer's liability, disability benefits or unemployment compensation law or any similar law, regulation or other provision.

13. This **Policy** does not cover any liability in connection with any:

- a. refusal to employ a person;
- b. termination of that person's employment;
- c. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; and/or
- d. the spouse, child, parent, brother or sister of the person at whom any of the employment-related practices described in paragraphs a), b), or c) above is directed.

14. This **Policy** does not cover any liability in connection with the oral or written publication of material:

- a. if done by or at the direction of a **Beneficiary** with knowledge of its falsity; or
- b. whose first publication took place before the beginning of the **Period of Insurance**; or
- c. arising out of a criminal act or out of the wilful violation of a penal statute or ordinance committed by or with the consent of a **Beneficiary**.

15. This **Policy** does not cover any liability in connection with the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

16. This **Policy** does not cover any liability in connection with the manufacture, distribution, sale, implantation, installation, removal, remediation, encapsulation, treatment, utilisation, ingestion, inhalation of, or exposure to, any and all of the following in any form whatsoever:

- a. asbestos;
- b. cannabis.
- c. explosives;
- d. magnetic, electric or electromagnetic fields or radiation
- e. tobacco or any tobacco products including E-Cigarettes/E-Vaping (or ingredients of, or used in the manufacture or production of, such products).

17. This **Policy** does not cover any damage or injury sustained by a **Beneficiary** or passengers carried by a **Beneficiary**.

18. This **Policy** does not cover damage to any products manufactured, supplied, handled or delivered by a **Beneficiary** or the costs of making a refund for the price paid of any products or delivery services.

19. This Policy does not cover a **Beneficiary** being under the influence of alcohol or drugs, except those drugs prescribed by a registered doctor.
20. This **Policy** does not cover damage to property (including **Vehicles**):
- owned, rented or occupied by a **Beneficiary**, including any costs or expenses incurred by the **Beneficiary**, or any other person, organisation or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of **Bodily Injury** or **Property Damage**;
 - loaned or rented to a **Beneficiary**; and/or
 - in the care, custody or control of a **Beneficiary**.
21. This **Policy** does not cover:
- any **Damages** awarded by a criminal court;
 - punitive **Damages**;
 - exemplary **Damages**;
 - aggravated **Damages**;
 - fines, penalties; or,
 - any award of additional **Damages** resulting from the multiplication of compensatory **Damages**.
22. This **Policy** does not cover liability which arises out of or relating to the delivery of any hazardous goods or goods that require additional licensing or regulation to transport.
23. This **Policy** does not cover any liability for any **Claim**, loss, obligation, legal liability, cost or expense of whatsoever nature directly or indirectly arising out of, contributed to or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof. This exclusion also applies to any **Claim**, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to or resulting from:
- any fear or threat (whether actual or perceived) of; or
 - any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.
24. This **Policy** does not cover any liability or pay any amounts of whatsoever nature directly or indirectly caused or contributed to, by or arising from **Abuse**.
25. **Inexcusable Fault (“Faute inexcusable”)**
 Reimbursement of sums due in respect of the additional contribution imposed by the Caisse Régionale d'Assurance Maladie to take account of the increased risks presented by the company is excluded (article I 242-7 of the Social Security Code).
- The **Policy** does not cover the consequences of an **Inexcusable Fault** on the part of the **Policyholder** where :
- he/she has previously been sanctioned for infringement of the provisions of Part IV of the regulatory part of the Labour Code relating to Health and Safety at work and the texts adopted for their application
 - his/her legal representatives have deliberately not complied with the compliance requirements within the time limits set by the competent authority
26. **Sudden & Accidental Pollution**
 This **Policy** does not cover:
- Gradual Pollution ;
 - Financial Loss that is not resulting from **Property Damage** or **Bodily Injury** ;
 - The damage caused to protected species and natural habitats ;
 - The damage to surface water and/or groundwater ; and/or
 - Damage to the soil.

as defined in the European Environmental Directive or similar legislation.

- f. the costs of environmental damage including the reasonable and necessary costs incurred and expenditure incurred to carry out the primary, additional or compensatory repair to the extent required by the European Environmental Directive.

E. General conditions

1. Eligibility criteria

The **Beneficiaries** are eligible for cover under this **Policy** if:

- a. they are under 74 years of age; and
- b. they are legally resident and permitted to work in France; and
- c. they are affiliated to a social security; and
- d. they hold a valid rider supplier agreement with the **Policyholder** to provide delivery services; and
- e. they undertook at least one delivery over the last 30 days before the **Event**; and
- f. they have been “available” on the Deliveroo App to accept **Orders** during the **Coverage Period**; and
- g. they pay any excess if applicable; and
- h. they ensure they maintain and only use their **Vehicle** if it is in a roadworthy condition; and
- i. they comply with regulations imposed by any lawfully authority; and
- j. they exercise the correct level of skill and care when making deliveries on behalf of the **Policyholder**.

In order for a **Substitute** to be covered, in addition for the **Substitute** to meeting the above eligibility criteria, the **Rider** will have the following obligations:

- a. hold an active and valid rider supplier agreement with the **Policyholder** at the time of substitution; and
- b. show that all relevant terms of the rider supplier agreement with the **Policyholder**, in relation to the **Substitute** are met; and
- c. provide evidence that the **Substitute** is permitted to work in the **Territory**.

2. Notification of changes

The **Policyholder** must inform the **Insurer** immediately of any changes to circumstances that may influence:

- a. whether the **Insurer** gives coverage;
- b. the conditions of coverage;
- c. or the advance premium charged.

This includes but is not limited to any changes to any information about the **Policyholder’s** financial position, or convictions or charges for offences.

Where the change represents a change to any material information already provided, the **Insurer** reserves the right to accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

If the **Policyholder** does not notify the **Insurer** of changes as required by this clause, the **Insurer** shall have the remedies available to it under the laws of France.

3. Reasonable precautions

Each **Beneficiary** must take all reasonable precautions to prevent and minimise loss or damage of any kind (including, without limitation, the risk of **Claims**, **Bodily Injury** and **Property Damage**) and maintain all property in good repair and comply with all legal and regulatory obligations. If a **Beneficiary** fails to comply with any of its obligations as set out above the **Insurer** shall have no liability under the **Policy** unless the **Beneficiary** shows that non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

4. Sanctions

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any **Beneficiary** or other party to the extent that such

cover, payment, service, benefit and/or any business or activity of the **Beneficiary** would violate any applicable trade or economic sanctions law or regulation.

5. Governing Law and Jurisdiction

This **Policy** shall be governed by and interpreted in accordance with French law and subject to the exclusive jurisdiction of the court of France. The language of this **Policy** and all communications relating to it will be English or the national language of the respective country.

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

6. Action Against the Insurer

The **Insurer** shall not be liable unless the **Beneficiary** has complied fully with all provisions of this **Policy** nor until the amount of compensation has been finally determined, either by judgement against the **Beneficiary** or by written agreement with the **Beneficiary**, the claimant and the **Insurer**. The **Beneficiary** shall make a definite **Claim** for any **Bodily Injury** or **Property Damage** for which the **Insurer** may be liable within a reasonable time after the final determination of the loss.

7. Compliance with terms of the Policy

If cover under this **Policy** is conditional upon the **Beneficiary** complying with any term of this **Policy**, the **Insurer** will not pay for any claim where the **Beneficiary** has not complied with such term except where the term concerned:

- a. is operative only in connection with particular premises or locations; or
- b. is operative only at particular times; or
- c. is intended to reduce the risk of particular types of accident, injury, loss, damage or liability;

then the **Insurer** will pay for **Claims** where the **Beneficiary** can prove that the **Beneficiary's** non-compliance with the term could not have increased the risk of the accident, injury, loss, damage or liability which occurred.

8. Conditions Precedent / Warranties

No provision in this **Policy** shall be construed as a condition precedent or warranty unless it is expressly and individually stated to be a condition precedent or warranty.

F. How to make a claim

No indemnity will be paid for the liability of any **Beneficiary** who has not complied strictly with the requirements of this Section F.

1. Potential claims

As soon as a **Beneficiary** becomes aware of a potential claim, a **Beneficiary** must use all reasonable endeavours to try to limit the amount of any liability.

2. Notification of Claims

It is a condition precedent to the liability of the **Insurer** under this **Policy** that:

- a. the **Beneficiary** shall as soon as possible report to the **Insurer** in writing giving full particulars of any accident, **Claim** or proceeding regardless of any deductible and within thirty days. Thereafter, the **Beneficiary** shall supply at its own expense such details and information as the **Insurer** may require.
- b. on receipt, the **Beneficiary** shall forward to the **Insurer** immediately every letter, **Claim**, writ, summon, process or other document unacknowledged.
- c. the **Beneficiary** shall exercise due diligence, carry out and permit to be taken any action which may be

reasonably practicable to prevent, minimise or mitigate any or further loss, damage, injury, illness, accident or incurring liability.

- d. the **Beneficiary** shall retain unaltered and un-repaired anything in any way connected with the injury, loss or damage for as long as the **Insurer** may reasonably require and give all assistance, co-operation and information as required by the **Insurer**.

3. Filing a Claim

Should you need to make a **Claim**, please access the digital claims form for notifying claims and providing supporting evidence at <http://deliveroo.gover.com>.

Alternatively, if you have already submitted a **Claim** and need a status update or need to provide additional information in relation to your **Claim**, please contact the **Loss Adjuster** Sedgwick at the following address or phone number:

France

Phone: +33 (0)1 89 73 12 61

E-mail: deliveroo.claims.france@fr.sedgwick.com

4. Control of Claims

- a. The **Beneficiary** shall not, without the written consent of the **Insurer**, admit or repudiate liability, negotiate or make any offer, promise or payment in connection with any claim.
- b. The **Insurer** shall be entitled, but not obliged, to take over and conduct in the name of the **Beneficiary** the defence or settlement of any claim, or to prosecute in the name of the **Beneficiary** at its own expense and for its own benefit any claim, for indemnity or damages or otherwise any persons, and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.
- c. The **Beneficiary** shall give all such information and assistance as the **Insurer** may require.

5. Discharge of any Liability

The **Insurer** may at any time pay the limits of indemnity (after deduction of sum or sums already paid), or any lesser sums for which any **Claim** or **Claims** can be settled, and shall then be under no further liability in respect thereof, except for the payment of salvage costs in the sense of article L. 121-2 of the French Insurance Act incurred prior to such payment. Provided that, in case of a **Claim** or series of **Claims** arising from an **Event** resulting in liability of the **Beneficiary** to pay a sum in excess of the limits of indemnity, the **Insurer's** liability for such salvage costs shall not exceed an amount being in the same proportion as the **Insurer's** payment bears to the total payment made by or on behalf of or to be made by the **Beneficiary** in satisfaction of the **Claim(s)**.

6. Recovery

On making any payment in respect of any liability in relation to which cover is available under this **Policy**, the **Insurer** may in a **Beneficiary's** name, at the **Insurer's** cost, recover against any third party who is responsible for the liability up to the amount which the **Insurer** has paid. The **Beneficiary** shall also provide all such assistance as the **Insurer** may require in relation to such recovery. To the extent that any recovery is made from any third party in respect of any liability in relation to which cover is available under this **Policy**, the **Insurer** shall be entitled to this recovery up to the amount of any payments it has made in relation to such liability. The **Beneficiary** shall cooperate with the **Insurer** and comply with all instructions from the **Insurer** in relation to the procedure for making any such recovery. The **Insurer** shall have sole discretion as to whether such recovery should be pursued.

7. Fair Presentation of the Risk

- a. At inception and renewal of this **Policy** and also whenever changes are made to it at the **Policyholder's** request, the **Policyholder** must:
 - disclose to the **Insurer** all material facts in a clear and accessible manner; and
 - not misrepresent any material facts.
- b. If the **Policyholder** does not comply with clause a) of this condition the **Insurer** may:
 - void this **Policy** which means that the **Insurer** will treat it as if it had never existed and refuse all **Claims** where any non-disclosure or misrepresentation by the **Policyholder** is proven by the **Insurer** to be deliberate or reckless in which case the **Insurer** will not return the premium paid by

- recover from the **Policyholder** any amount the **Insurer** has already paid for any **Claims** including costs or expenses the **Insurer** has incurred.
- c. If the **Policyholder** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways depending on what the **Insurer** would have done if the **Insurer** had known about the facts which the **Policyholder** failed to disclose or misrepresented:
- if the **Insurer** would not have provided the **Policyholder** with any cover, then the **Insurer** will have the option to:
 1. void the **policy** which means that the **Insurer** will treat it as if it had never existed and repay the premium paid; and
 2. recover from the **Policyholder** any amount the **Insurer** has already paid for any **Claims** including costs or expenses the **Insurer** has incurred.
 - if the **Insurer** would have applied different terms to the cover the **Insurer** will have the option to treat this **Policy** as if those different terms apply. The **Insurer** may recover any payments made by the **Insurer** on claims which have already been paid to the extent that such **Claims** would not have been payable had such additional terms been applied.
 - if the **Insurer** would have charged the **Policyholder** a higher premium for providing the cover the **Insurer** will charge the **Policyholder** the additional premium which the **Policyholder** must pay in full.

8. Fraud

- a. If the **Beneficiary**, or anyone acting for the **Beneficiary**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the **Insurer**:
1. will not be liable to pay the **Claim**; and
 2. may recover from the **Beneficiary** any sums paid by the **Insurer** to the **Beneficiary** in respect of the **Claim**; and
 3. Subject to notice to the **Beneficiary**, treat this **Policy** as having been terminated with effect from the time of the fraudulent act.
- b. If the **Insurer** exercises their right under 8.a.3 above:
1. The **Insurer** shall not be deemed to cover the **Beneficiary** in respect of a relevant **Event** occurring after the time of the fraudulent act. A relevant **Event** is whatever gives rise to the **Insurer** obligation to cover under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
 2. The **Insurer** does not need to return any of the premium paid. The exercise of any of those rights by the **Insurer** shall not affect the cover provided under the **Policy** for any other **Beneficiary**.

9. Complaints

Our commitment to customer service

We are committed to provide a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore, in the first instance, please get in touch with your usual contact at the **Administrator** of your **Policy**, Qover SA/nv, as they can generally give you a prompt and satisfactory response.

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

E-mail: mediation@qover.com

Mail: QOVER SA/NV

Mediation Department

Rue du Commerce 31, 1000, Brussels

Belgium

For complaints specifically about **Claims**, please contact the **Loss Adjuster** Sedgwick:

Dialling: +44 2920 320967

E-mail: deliverooclaimsint@uk.sedgwick.com

You can also contact the **Insurer** Zurich Insurance Europe AG, Belgian branch ("Zurich") by writing to the following address:

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

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with the progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Insurance Ombudsman to review your case.

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

You can contact them as follow:

France – La Médiation de l'assurance

Post: TSA 50110, 75441 Paris Cedex 09

Website: <https://www.mediation-assurance.org/>

The provisions for handling complaints mentioned above are without prejudice to the Policyholder or the Beneficiaries' right to initiate legal proceedings.

G. Data protection statement

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 privacy.belgium@zurich.com.

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 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 the EU, or other solutions that are in line with the requirements of European data protection laws.

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 privacy.belgium@zurich.com.

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.



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