

# GROUP PERSONAL ACCIDENT COVER MASTER POLICY – TERMS AND CONDITIONS

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Arranged in partnership with Tribe Advisory



In return for the premium paid to **Us** by the **Master Policyholder** and/or its **Affiliated Companies**, **We** will provide the cover outlined in this **Master Policy** (policy number UK40116070229253) to the **Master Policyholder** for each **Insured Person**. The **Master Policyholder** & its **Affiliated Companies** agree, via its **Administrator**, to have a reference into the rider contract where the **Insured Person** can access 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**.

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

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

**You** should read this policy document, the Master Policy Schedule and any endorsement(s) together and keep them all in a safe place available for review by each **Insured Person**.

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

### How to contact the Administrator

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

If **You** or the **Insured Persons** have any disabilities that makes communication difficult, please tell the **Administrator** 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:

By email	By telephone
GENERAL ENQUIRIES contact@qover.com  FOR CLAIMS  <a href="http://deliveroo.qover.com">http://deliveroo.qover.com</a>	GENERAL ENQUIRIES +32.2.588.25.50 9am to 4pm
Via our website	By post mail
<a href="http://www.qover.com">www.qover.com</a>	<b>QOVER SA/NV</b> Rue du Commerce 31 – 1000 Brussels – Belgium

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

## Eligibility criteria

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

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

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

## What is covered

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

**We** will pay the amount shown in the Schedule of Benefits below if the **Insured Person** suffers a **Bodily Injury** due to an **Accident**, or a **Murder** during the **Operative Time** that results in **Bodily Injury**.

#### SCHEDULE OF BENEFITS

Benefit Description	Benefit Amount
Accidental Death	EUR 50,000
Murder	50 000 EUR
Funeral Benefit	EUR 3,000
<b>Loss of sight</b> in one eye	EUR 15,000
<b>Loss of sight</b> in both eyes	EUR 30,000
<b>Loss of limbs</b>	EUR 30,000
- <b>Loss of use</b> of one thumb	- EUR 4,800
- <b>Loss of use</b> of one forefinger	- EUR 3,600
- <b>Loss of use</b> of any other finger	- EUR 2,400
- <b>Loss of use</b> of any other finger	- EUR 3,600
- <b>Loss of use</b> of one big toe	- EUR 900
- <b>Loss of use</b> of any other toe	

<b>Permanent Total Incapacity</b>	EUR 50,000
<b>Temporary Total Incapacity</b> from a <b>Bodily Injury</b> due to an <b>Accident</b>	<p>75% of the <b>Insured Person's</b> average <b>Gross Daily Income</b> (from the <b>Master Policyholder</b> and/or <b>Affiliated Companies</b>) or EUR 50 per day (whichever is lower) for up to 30 days from the date of the <b>Bodily Injury</b>.</p> <p>If the <b>Insured Person</b> has been contracted with the <b>Master Policyholder</b> and/or <b>Affiliated Companies</b> for less than 60 days at the date of <b>Bodily Injury</b> the amount of EUR 25 per day up to maximum EUR 150 shall be payable from the date of the <b>Bodily Injury</b>.</p> <p>If the <b>Insured Person</b> is a substitute at the date of the <b>Bodily Injury</b>, then the amount of EUR 25 shall be payable up to a limit of 6 days from the date of the <b>Bodily Injury</b>.</p> <p>Waiting period: 7 days</p>
<b>Quadriplegia</b>	EUR 50,000
<b>Paraplegia</b>	EUR 50,000
<b>Loss of hearing</b> in both ears	EUR 30,000
<b>Loss of hearing</b> in one ear	EUR 7,500
Total and permanent <b>loss of speech</b>	EUR 30,000
Loss of use of shoulder or elbow	EUR 15,000
Loss of use of hip, wrist, knee or ankle	EUR 9,000
Loss of use of the whole lower jaw	EUR 13,500
Loss of use of kidney	EUR 7,500

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

Benefits received in case of death and any benefit received under permanent incapacity loss of use (total or partial) from the table above cannot be combined.

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

**Pre-Existing Conditions:**

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

## How We will pay the Insured Person:

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

### **Accidental death**

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

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

### **Murder**

If, during the **Operative Time**, an **Insured Person** dies as a result of a **Murder**, i.e. an intentional homicide committed without premeditation, **We** will pay the lump sum as indicated in the Schedule of Benefits.

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

### **Permanent Incapacity & loss of use**

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

The benefits listed are for 100% amount 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 **Bodily Injury**. When deemed appropriate to **Us** or in case of any doubt, **We** might appoint a **Medical Practitioner** to analyse and agree the decision of the **Medical Practitioner** appointed by the **Insured Person**.

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

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

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

### Waiting Period

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

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

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

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

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

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

## 3. Convalescence benefit

**We** will pay up to EUR 20 per day up to a maximum of EUR 280 whilst the **Insured Person** recovers from **Bodily Injury (only after an in-patient stay of minimum 24hours)** 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 centimetres in length or square centimetres in area – EUR 250
  - b) 10 centimetres or over in length or square centimetres in area – EUR 500
- Up to a maximum payment of EUR 750 for multiple scarring of the face.

## 5. Dislocation requiring reduction under Anaesthesia

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

- a) A hip: EUR 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

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

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

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

## 7. Hospital In-patient due to Accident

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

## 8. Family benefit

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

The Substitute is excluded.

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

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

## 9. Counselling service

Telephone Helplines – 0 806 806 801 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: UK40116070229253.

## Counselling

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

## Medical advice

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

## Bereavement advice for *You or Your* family

- a) Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor.
- b) Advice on how to register death, the duties of the coroner 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 judgment. 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.**

## What is not covered

### Important

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

In order for the Substitute to be covered, the Rider will have the following obligation:

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

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



**We** will not pay any claim or benefit arising from:

- i) **Bodily Injury** occurring outside the **Operative Time**;
- ii) **Bodily Injury** caused by or contributed to by deliberate acts, suicide, attempted suicide or self-inflicted injury;
- iii) an **Accident** arising directly or indirectly from:
  - a) **War, Strike, Civil Protest and Civil War**,
  - 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) **Bodily Injury** suffered by the **Insured Person** as a result of accidents, infirmities or illnesses which occurred prior to the date on which the Insured took out cover,
- x) **Bodily Injury** suffered by the **Insured Person** aggravating a previous infirmity due to the negligence of the driver in his medical treatment,
- xi) **Bodily Injury** suffered by the **Insured Person** as a result of an **Accident** caused by an epileptic seizure or cerebral embolism.

## 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** and/or the **Administrator** 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 co-operate with **Us** or the **Administrator** 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.
  - I. The **Insured Person** must consent to personal data, including medical records, being shared with all parties involved in the claims handling process, including **Us**. It may also be necessary to share such data with the **Master Policyholder** and/or its **Affiliated Companies**.

### Notification

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

### Medical certificates

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

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

### The medical challenge

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

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

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

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

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

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

### Complaints

What to do in the event of a complaint?

**We** aim to provide **You** and the **Insured Persons** with the best quality of service at all times. Dissatisfaction may however arise during the relationship between **You** or the **Insured Person** and **Your** insurer, and we remain open to any claim.

If **You** or the **Insured Person's** complaint relates to the management of **Your** contract or the management of a claim, first consult **Your** insurance manager by dialling +32.2.588.25.50 (price of a local call from a landline – between 9am and 4pm).

E-mail: [complaints@qover.com](mailto:complaints@qover.com)  
Mail: QOVER SA/NV  
Mediation Department  
Rue du Commerce 31, 1000, Brussels  
Belgium

**You** or the **Insured Person** may also contact Wakam, by writing to the following address:

Wakam  
Complaints Department  
120-122 Rue Réaumur  
TSA 60235  
75083 PARIS Cedex 02

Wakam undertakes to acknowledge receipt of **You** or the **Insured Person's** correspondence within 10 working days (unless Wakam has already provided **You** with a reply within this period), and to process **You** or the **Insured Person's** claim within a maximum period of 60 working days from receipt of **Your** correspondence.

Finally, **You** may refer the matter in writing to the Insurance Ombudsman in Belgium. Here is his contact information:

Insurance Ombudsman  
Square de Meeûs 35  
1000 Brussels  
Belgium

Telephone: +32.2.547.58.71  
Fax: +32.2.547.59.75  
E-mail: [info@ombudsman-insurance.be](mailto:info@ombudsman-insurance.be)  
Website: [www.ombudsman-insurance.be](http://www.ombudsman-insurance.be)

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

The provisions for handling complaints mentioned above are without prejudice to **You** 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

### Processing of your personal data

In the context of the services and products that Wakam and its partners provide **You** or the **Insured Person** with, **You** or the **Insured Person** are required to communicate personal data, such as: Data relating to your identity (last name, first name(s), postal address, telephone number, e-mail address...); Sensitive personal data, such as health data.

We may not be able to provide **You** or the **Insured Person** with specific products or services if **You** or the **Insured Person** do not provide us with certain data.

These personal data is used for the following purposes: The management of **Your** contract and insurance policy, the execution of contract guarantees (including claims management), customer complaint and disputes management, such processing being necessary for the execution of your contract; Risk control and monitoring, which enables us to prevent fraudulent activities and ensure the recovery of sums due and is therefore necessary based on our legitimate interests; The elaboration of statistics and actuarial studies, which enables us to improve the offers and services offered and is therefore necessary based on our legitimate interests; Preventing insurance fraud and money laundering in order to comply with our legal obligations.

This personal data will be kept for the duration strictly necessary for the provision of the service and the execution of the contract, in accordance with our data retention policy, or in accordance with the applicable legal provisions.

#### Disclosure of your personal data

Your personal data may be disclosed to the following third parties: To our group companies such as our parent company and its affiliated companies; To our service providers and subcontractors, for the purposes of managing and executing your contract; To other insurance companies (intermediaries, reinsurers); To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet our legal and regulatory obligations.

#### International transfers of your personal data

We may transfer your personal data outside the European Union, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance with the data protection regulations in force.

#### Your rights

In accordance with the applicable data protection regulation, you can exercise your rights such as the right of access, rectification, deletion, limitation, portability, opposition to the processing of your personal data, as well as the right to give instructions regarding your personal data posthumously. If you consider that the processing of your personal data constitutes a violation of the applicable data protection regulations, you also have the right to file a complaint with the data protection authority at the following address: APD - Rue de la Presse 35 in 1000 Brussels or by filling in the form on the website:

<https://www.autoriteprotectiondonnees.be/citoyen/agir/introduire-une-plainte>

#### Contact us

If you have any questions or queries regarding the use of your personal data, or to exercise your rights relating to such personal data, please contact our Data Protection Officer at the following address:

Délégué à la Protection des Données, Wakam 120-122 rue Réaumur 75002 Paris, France

Or by email to: [dpo@la-parisienne.fr](mailto:dpo@la-parisienne.fr)

#### **Changes by Us**

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

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

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

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

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

## Law & Jurisdiction

It is agreed that this Insurance shall be governed exclusively by the law and practice of Belgium, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Belgium.

## Definitions

### ACCIDENT

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

### ACTIVE WAR

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

### ADMINISTRATOR

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

### AFFILIATED COMPANIES

Means the affiliated companies covered by the **Master Policy** including Deliveroo Belgium BVBA, Deliveroo Netherlands BV, Deliveroo Italy S.r.l., Roofoods Spain SL, Deliveroo Ireland Limited.

### ASSAULT

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

### BENEFICIARY

The person or organisation designated by the **Insured Person** in this policy to be entitled to receive the benefits related to the death of the **Insured Person**. In absence of a designated person or organisation the benefits related to the death of the **Insured Person** will be paid to the legal heirs up to the 3<sup>rd</sup> degree.

### BODILY INJURY

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

### CONVALESCENCE

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

### GROSS DAILY INCOME

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

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

The active Rider who has a contract with the **Master Policyholder** and/or its **Affiliated Companies** by way of a valid rider supplier agreement and is able to log in to the Deliveroo App, provided by the **Master Policyholder** and/or its **Affiliated Companies**. The Substitute is a person approved by the **Insured Person**, who carries out Deliveroo deliveries on the **Insured Person's** behalf and meets the criteria of the **Insured Person's** valid rider supplier agreement.

#### LOSS OF HEARING

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

#### LOSS OF LIMB

Means in the case of a leg or lower limb:

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

In the case of an arm or upper limb:

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

#### LOSS OF SIGHT

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

#### LOSS OF SPEECH

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

#### MASTER POLICY

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

#### MEDICAL PRACTITIONER

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

#### MURDER

The deliberate killing of a person without premeditation.

#### NUCLEAR RISKS

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

## OPERATIVE TIME

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

## PARAPLEGIA

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

## PERIOD OF INSURANCE

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

## PERMANENT TOTAL INCAPACITY

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

## PRE-EXISTING CONDITION

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

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

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

## QUADRIPLEGIA

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

## WAR

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

## WE/US/OUR

Means Wakam.

## WORK

Means the **Insured Person** being registered by the **Master Policyholder** and/or **Affiliated Companies** and available to accept and undertake delivery requests via the App provided by the **Master Policyholder** and/or **Affiliated Companies**.

Means the substitute being engaged by the **Insured Person** and is available to accept and undertake delivery requests via the App, on the **Insured Person's** behalf, provided by the **Master Policyholder** and/or **Affiliated Companies**.

## **YOU/YOUR/MASTER POLICYHOLDER**

Means the **Master Policyholder** and/or its **Affiliated Companies** identified as Deliveroo Belgium BVBA, Deliveroo Netherlands BV, Deliveroo Italy S.r.l., Roofoods Spain SL, Deliveroo Ireland Limited in the Master Policy Schedule who has concluded the policy and has paid the total amount of the premium to the Insurer.

The obligations and duties arisen from the contract correspond to the policyholder, except those that by their nature must be fulfilled by the **Insured**. 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**.