



# GROUP WORK ABSENCE & CHILD BENEFIT 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* (Deliveroo Ireland), *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 can access the Terms & 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 DUE TO A WORK ABSENCE OCCURING AT ANYTIME (24/7) ACCORDING TO THE TERMS & CONDITIONS DEFINED BELOW.

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

- 1. The present *Terms and Conditions* valid as *Information Notice* (titled *'Group Work absence 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 Work absence 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 italic bold type (other than in section headings) and are listed as "Definitions".

#### 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*.

The Administrator is paid for the services it provides to you by means of a remuneration arrangement with Us. Details of the Administrator's remuneration are available on request. The Administrator's remuneration arrangements with Us are directly attributed to the service provided hereunder and are not based on levels of business introduced by the Administrator to Us.

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	GENERAL ENQUIRIES +353 1800 852 338
FOR CLAIMS	1000 1000 002 000
http://deliveroo.qover.com	9am to 4pm
Via our website	By post mail
www.qover.com	QOVER SA/NV Rue du Commerce, 31 - 1000 Brussels - Belgium

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

**Qover** 



# **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 affiliated to the compulsory social security system to which it belongs; and
- c. they are legally resident and permitted to Work in Ireland; and
- d. they hold a valid rider supplier agreement with the *Master Policyholder* to undertake deliveries.
- e. They have made the appropriate number of deliveries during the required time.

# WHAT IS COVERED

# A. Which riders are covered?

- I. Work absence:
  - The *Insured Persons* who has made at least 30 deliveries for the *Master Policyholder* during the last 8 weeks.
- II. Incidental coverage: Additional costs Dependent Child benefit:
  - The *Insured Person* who has made at least 60 deliveries for the Master Policyholder in the last 6 months.
  - Waiting Period: 41 weeks from the start date of Period of Insurance or the start date of the Insured Person's supplier agreement with the Master Policyholder, whichever is the latest.

The substitutes are not covered in both coverages.

# B. When are the riders covered

The *Insured Persons* are covered 24/7.

# C. Benefits

#### I. Work absence:

**We** will pay, in the event of **Total Work Incapacity** due to a **Work absence**, from the first day it has been certified by a **Medical Practitioner**, subject to a 7-day **Waiting period**.

After this period, *We* will pay retroactively from the first day of *Total Work Incapacity*, up to 15 days of absence, for a maximum of 35€ per day.

Under **Total Work Incapacity**, the **Insured Person** may only benefit for a maximum of 2 claims over a period of twelve months.

The **Waiting Period** will not apply in respect of a Recurring Work absence but the period for which benefit had already been paid for the previous period of disability will be taken into account in calculating the Benefit Period.

**We** do not compensate a new **Total Work Incapacity** due to the same **Work absence** that has already given rise to compensation from us within the past 60 (sixty) days of the previous **Total Work Incapacity**.

The substitute is excluded and cannot benefit from this coverage.





#### 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 and the Rider was first registered.

# II. Incidental coverage: Additional costs Dependent Child benefit:

Subject to the **Waiting Period**, if the **Insured Person** has made at least 60 deliveries during the last 6 months, he/she will receive per **Dependent Child** in the event of the occurrence of **Additional Costs** an indemnity of EUR 1000.

**Waiting Period**: 9 months from the start date of **Period of Insurance** or the start date of the **Insured Person's** supplier agreement with the **Master Policyholder**, whichever is the latest.

The proof of the **Additional Costs** may be reported by any means by the **Insured Person**.

This coverage is limited to one indemnity per **Dependent Child** and per contract.

The substitute is excluded and cannot benefit from this coverage.

# WHAT IS NOT COVERED

## We will never cover under this policy the Total Work Incapacity

- Resulting from the consequences of professional harassment and burn-out.
- Resulting from and/or aggravated by a Pre-existing Condition.

This policy doesn't cover reimbursement or discharge in whole or in part of fees or charges in respect of the provision of hospital in-patient services or relevant health services

# **GENERAL PROVISIONS**

## How to make a claim

In order to make a claim as a result of **Work absence** or for **Additional costs for Dependent Child**, the **Insured Person** shall provide all documents that will allow **Us** to establish the **Insured Person**'s right to a benefit. The **Insured Person** shall commit to ask their **Medical Practitioner** to give them all information regarding their health condition.

The claim must be reported within 10 days of the first day of Total Work Incapacity or as soon as it is reasonable to do so. Failing this, no compensation will be due.





The claims management company reserve the right to verify the statements made to them and the answers provided to their 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 Practitione*r as soon as possible.
- B. Provide claims management company permission to see the case specific medical records as set out in any relevant legislation.
- C. Provide the evidence the claims management company request to establish the circumstances surrounding the *Work absence*.
- D. Provide assistance and co-operate with claims management company in obtaining any additional medical and any other records the claims management company 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. 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.
- G. 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*.
- H. In case of *Mental Illness*, the *Insured Person must provide a medical certificate from a psychiatrist.*

#### Medical certificates & notification

Within 10 days of the beginning of the **Total Work Incapacity** due to the **Work absence** or as soon as reasonably possible, it is necessary to send **Us** a certificate of first observations from the **Insured Person's Medical Practitioner**.

All Medical certificates relating to the **Work absence**, 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 30 days or as soon as reasonably possible.

# 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 **Your** 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 dialing +353 1800 852 338 (price of a local call from a landline – between 9am and 4pm).





E-mail: <a href="mailto:complaints@qover.com">complaints@qover.com</a>

Mail: QOVER SA/NV

Mediation Department

Rue du Commerce 31, 1000, Brussels

Belgium

In the event of a dispute over the answer given, **You** or the **Insured Person** may 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 **Your** 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 **Your** or the **Insured Person's** claim within a maximum period of 60 working days from receipt of **Your** correspondence.

After exhausting Wakam's internal complaints procedures, **You** may refer the matter in writing to the Mediator at the following address:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29

Telephone: +353 1 567 7000 Email: info@fspo.ie Website: www.fspo.ie

The Mediator is a separate personality from outside Wakam who carries out his mission in complete independence. This recourse is free of charge. He delivers a reasoned opinion within 3 months of the case being referred to him.

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

# Sanctions endorsement

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Data protection

# 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 Commission Nationale de l'Informatique et des Libertés, at the following address: CNIL – 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07

# 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@wakam.com

# 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 Ireland, 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 Ireland.





# **DEFINITIONS**

#### ADDITIONAL COSTS

Expenses that the *Insured Person* will have to pay for the education of a child not conceived when the contract is taken out or when a child is adopted, the procedures for which began after the date of taking out the contract, during the first year of a *Dependent Child's* life.

## **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". QOVER SA/NV operates under the free movement of services in Ireland.

# **DEPENDANT CHILD**

- the child is a minor and does not receive any income of his own;
- the child is of age and connected to your tax household

#### **WAITING PERIOD**

Period following the occurrence of the Work absence and at the end of which the benefit will be paid retroactively from the first day on which the Work absence has been certified by a *Medical Practitioner*.

# **INSURED PERSON**

Means the rider who has a contract with the *Master Policyholder* by way of a valid rider supplier agreement and is able to log in to the Deliveroo App, provided by the *Master Policyholder*.

# INFORMATION NOTICE

Description of the benefits and exclusions provided for in the contract as well as the obligations of the *Insured Person*.

## **MASTER POLICY**

The combination of this Master Policy document (titled 'Group Work absence Cover Master Policy Terms & Conditions'), the Master Policy Schedule (titled 'Master Policy Schedule - Group Work absence 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*.

# 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.





## PRE-EXISTING CONDITION

Means any condition, 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.

#### **WORK ABSENCE**

A Work absence suffered by an *Insured Person* at any time which leads directly to the *Insured Person* being Medically Certified that he or she is unable to undertake Delivery Services for more than seven (7) consecutive days, *Mental Illness* is considered to be a *Work absence*.

#### **SUBSTITUTE**

Means the person approved by the insured, who makes Deliveroo deliveries on behalf of the insured and meets the obligations and criteria of the contract concluded between the insured and Deliveroo.

#### TOTAL WORK INCAPACITY

A period during which an individual is not fully able to engage in the usual activities of daily life, for physical or psychological reasons, whether in or outside the course of a professional activity.

## WAITING PERIOD

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

# WE/US/OUR

Means Wakam, whose registered office is located at 120-122, rue Réaumur, 75083 Paris (France) and whose VAT number is FR 59562117085. Non-life insurance company approved by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 Place de Budapest 75009 Paris Cedex 09, under number 4020259.

#### **WORK**

Means the *Insured Person* being contracted to the *Master Policyholder* and available to accept and undertake delivery requests via the App provided by the *Master Policyholder*.

# YOU/YOUR/MASTER POLICYHOLDER

Means the *Master Policyholder* identified as Deliveroo Ireland 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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