

# GROUP COURIER PUBLIC LIABILITY COVER MASTER POLICY – TERMS & CONDITIONS

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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** to 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 GENERAL LIABILITY 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,
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” on page 8.

In case of doubt or differences of interpretation, the English version shall prevail over the French and the Dutch text.

### 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 Person**.

If **You**, 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**, the **Insured Person** can contact the **Administrator**, the contact details are below:

By email	By telephone
GENERAL ENQUIRIES <a href="mailto:contact@qover.com">contact@qover.com</a>  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 des Palais, 44 - 1030 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 70 years of age; and
- b. they are legally resident and permitted to work in the country of operation as per the Appendices of the Master Policy Schedule; and
- c. they hold a valid rider supplier agreement with the **Master Policyholder** and/or **Affiliated Companies** to undertake deliveries.

The substitute is eligible for cover under this **Master Policy**, and is, therefore, deemed an **Insured Person**, if he has been approved by an **Insured Person** and meets the requirements of a prevailing valid rider supplier agreement.

## What is covered

Within the **Geographical Limits** and **Operative Time**, the **Insured** is covered:

- a. whilst using his **Cycle** and
- b. whilst on foot when collecting or delivering a Deliveroo placed order (whether he used a **Cycle** or a motor engine before stepping out of it)

for the below General Liability and Legal Defence.

### 1. General Liability : Bodily Injury and Accidental Damage

We will pay the amount shown in the Schedule of Benefits below for

- a) Accidental Bodily Injury to a **Third Party**
- b) Accidental damage of tangible property belonging to a **Third Party** which arises from use of or ownership of the **Cycle** or whilst on foot when collecting or delivering a Deliveroo placed order, or which any specified individual member of their choosing becomes legally liable for during the **Operative Time**.

### 2. General Liability : Damage to Goods

We will pay up to the maximum amount shown in the Schedule of Benefits below for any damage to **Goods** carried out at the time of damage.

### 3. Pure financial loss

We will pay up to the maximum amount shown in the Schedule of Benefits below for any immaterial damage to a **Third Party**, that is 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 **Accidental Damage**.

### 4. Legal Defence

We will pay up to the maximum amount shown in the Schedule of Benefits below for legal protection incurred in the defence of any dispute or legal proceedings, in relation to a delivery mission, brought against the **Insured Person**, with our written consent, and which proceedings inception date falls within the **Period of Insurance**. This includes the expenses for the research, the expertise, the lawyer, the bailiff and the proceedings before courts of the operation country which are owed by the insured and which result from the legal defence of his interests.

The **Insured Person** has the right to choose a lawyer or any other person having the qualifications required by the law applicable to the proceedings to defend or serve his interests.

Whenever a conflict of interest arises with **Us**, the **Insured Person** has the right to choose, for the defence of his interests, a lawyer or, if he prefers, any other person having the qualifications required by the law applicable to the procedure.

### SCHEDULE OF BENEFITS

Guarantee Description	Insured value	Excess
<b>Liability for Bodily Injury</b> and/or <b>Accidental Damage</b>	EUR 5.000.000 per claim per year	EUR 250 For material and immaterial accidental damage;  No excess for <b>Bodily Injury</b>
Liability for Damage to <b>Goods</b>	EUR 5.000 per claim per year	10%, min. EUR 100
Pure financial loss	EUR 250.000 per claim per year	x
Legal Defence	EUR 7.500 per claim per year	x

## What is not covered

### Important

In order for the substitute to be covered, the rider will have the following obligation:

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

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

We will not pay for :

- i) Any liability occurring outside the **Operative Time**.
- ii) Any excess provided in the Policy.
- iii) Liability arising from loss or damage to property which belongs to the **Insured Person** or is in their care, custody or control.
- iv) Motor liability.
- v) Any claim where the **Insured Person** is entitled to indemnity from another source.
- vi) Any claim when punitive, exemplary or aggravated damages are awarded against **You**.
- vii) Any liability for bodily injury or damage:
  - a. Arising out of the ownership, possession, use or occupation of land or buildings;
  - b. Arising out of the ownership, possession or use of motorised vehicles (excluding electric cycles), yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
- viii) Any liability involving the use of the **Cycle** other than collection and delivery of a Deliveroo placed order.
- ix) Any liability if the **Insured** is logged in to the Deliveroo rider app but have not been 'available' for 1 hour or more (the **Insureds** are always covered during the first hour of being logged in).
- x) Any liability resulting in defective work equipment or **Cycle**.
- xi) Any liability for malfunction or failure of any electric **Cycle**.
- xii) Any reckless or willful negligent act whilst collecting and delivery of a Deliveroo placed order. Are considered as willful negligence the inherent risks or damages resulting from facts or acts committed in deliberate disregard of the rights of others, the rules of the art and / or the practices of the profession, the legal, regulatory and / or administrative provisions in force;
- xiii) Any damage suffered by the **Insured Person**

There also some additional General Exclusions

- i) Any act of fraud or dishonesty by the **Insured** or anyone acting on your behalf.
- ii) War, invasion, terrorism, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
- iii) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iv) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- v) Suicide, attempted suicide or deliberate injury to **Insured** or putting themselves in unnecessary danger (unless trying to save human life).
- vi) Solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction.
- vii) Engaging in any criminal act.

## How to make a claim

The **Insured Person** must, as soon as possible and in any case within 8 days, give **Us** notice of the occurrence of the loss.

In order to make a claim, the **Insured Person** shall provide to the **Administrator** all documents that will allow **Us** to establish the circumstances of the damage.

**We** reserve the right to verify the statements made to **Us** and the answers provided to **Our** inquiries.

Items the **Insured Person** should do when claiming:

- a) Provide proof of identity
- b) Provide the evidence, assistance, and cooperation to **US** and/or the **Administrator** to establish the circumstances surrounding the damage and help to obtain witness statements or other such reports – including Deliveroo tracking data at the time of the damage.
- c) Send **Us** any claim, writ or summons as soon as it is received.
- d) Notify **Us** in writing of any impending prosecution inquest or fatal accident enquiry as soon as the **Insured Person** become aware of it.

## Complaints

**Our** aim is to provide **You** and the **Insured Person** with a high-quality service at all times, although **We** do appreciate that there may be instances where **You** or an **Insured Person** may feel it is necessary to lodge a complaint.

Please follow the procedure below if **You** or the **Insured Person** do wish to complain.

Any complaint should be addressed in the first instance to:

mediation@qover.be

QOVER SA/NV's Mediation Department, 44 rue des Palais 1030 Brussels, (Belgium)

telephone on +32.2.588.25.50

and without prejudice to **Your** or the **Insured's** ability to take legal action.

If the matter has not been resolved to **Your** or the **Insured Person's** satisfaction, **You** or the **Insured Person** may write to:

- [Vorderingen.qover@la-parisienne.fr](mailto:Vorderingen.qover@la-parisienne.fr)

- [Reclamations.qover.belgique@la-parisienne.fr](mailto:Reclamations.qover.belgique@la-parisienne.fr)

La Parisienne, will acknowledge the complaint, in writing, as soon as possible.

La Parisienne will aim to provide **You** with its decision on the complaint, in writing, within 8 weeks of the complaint being received.

Should **You** or the **Insured Person** remain dissatisfied with the final response from the above or if **You** or the **Insured Person** has not received a final response within eight weeks of the complaint being received, **You** or the **Insured Person** may be eligible to refer the complaint to the Insurance Ombudsman in Belgium. The contact details are as follows:

Insurance Ombudsman (Ombudsdienst Verzekeringen/Ombudsman des assurances)

de Meeussquare 35

1000 Brussels

Belgium

Telephone: +32.2.547.58.71

Fax: +32.2.547.59.75

Email: [info@ombudsman.as](mailto:info@ombudsman.as)

Website: [Ombudsman van de Verzekeringen](http://Ombudsman.van.de.Verzekeringen)

The complaints handling arrangements above are without prejudice to **Your** or the **Insured Person's** right to start judicial proceedings.

## General Provisions

### Sanctions endorsement

**We** shall not provide any benefit under this **Master Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Fraud

The **Insured Person** must not act in a fraudulent way. If **Insured Person** or anyone acting for the **Insured Person**:

- a) makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- b) sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- c) makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- d) makes a claim for any loss or damage the **Insured Person** caused deliberately or with the **Insured Person's** knowledge, or
- e) If the **Insured's** claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this policy. **We** may also take legal action against the **Insured** and inform the appropriate authorities.

### Data protection

**We** undertake, in our capacity as data controller, to process only the personal data ("**Personal Data**") that **You** or the **Insured Persons** provide under this **Master Policy** in accordance with the privacy regulations in force and more particularly in accordance with Regulation (EU) No. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**").

The purpose of the collection and processing of Personal Data is the administration of this **Master Policy** and the processing of any claim, in accordance with legislation, insurance policies and any other text applicable to the settlement of your file ("**Purpose**"). The legal basis for the processing of your Personal Data is (i) the execution of the contract (the Master Policy) (ii) compliance with a legal provision or (iii) safeguarding our legitimate interests in order to be able to ensure our defence in the event of an action for liability.

**We** may transmit **Your** Personal Data and those of the Insured Person to other parties acting on **Our** behalf for these activities both within and outside the European Economic Area ("**EEA**").

**We** may also share **Your** Personal Data or that of the **Insured Persons** with other insurers, regulatory bodies, fraud prevention agencies or other parties as permitted or required by law.

Data protection laws outside of the EEA may not be as comprehensive as those within it and **We** will take reasonable steps to ensure that **Your** data or that of the **Insured Persons** is always protected in accordance with the EEA standards.

**We** will take reasonable steps to ensure that **Your** Personal Data held is accurate and only used or retained as long as necessary to fulfil the Purpose and as long as required by law.

**You** and the **Insured Persons** have the right to access, correct, delete, restrict, oppose the processing of your Personal Data or exercise the right to the portability of the data concerning you that **We** hold about **You** or the **Insured Persons**, within the limits provided by the GDPR. **You** the **Insured Persons** can do this by sending a written request to [dpo@la-parisienne.fr](mailto:dpo@la-parisienne.fr) and/or [privacy@qover.com](mailto:privacy@qover.com).

In general, any questions regarding the processing of your Personal Data should be addressed to the Data Protection Officer ("**DPO**"). The DPO's contact details are [dpo@la-parisienne.fr](mailto:dpo@la-parisienne.fr) and/or [privacy@qover.com](mailto:privacy@qover.com).

In the event of complaints relating to the processing of your Personal Data, they may be submitted to the Data Protection Authority.

## 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.

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

### ACCIDENTAL DAMAGE

Means a sudden, unforeseen and unexpected event, which is external, violent and external means which occurs at an identifiable time and place during the **Operative Time**.

### ADMINISTRATOR

QOVER SA/NV – RPM 0650.939.878 – FSMA 115284A. QOVER SA/NV legal and operating offices are located at “Rue des Palais 44 – 1030 Brussels”.

### AFFLLIATED COMPANIES

Deliveroo Belgium BVBA, Deliveroo Netherlands BV, Deliveroo Italy S.r.l., Roofoods Spain SL. Deliveroo Ireland Limited.

### BODILY INJURY

Means death or identifiable physical injury, or physical injuries, which is caused by the **Insured**, and solely and independently of any other cause.

### CYCLE

Any bicycle, adult tricycle, tandem or recumbent which is the **Insured's** own property or for which the **Insured** is legally responsible. The cycle must be ridden only by human pedal power or electric battery and must not be powered in such a way that it requires a motor liability insurance.

### ELECTRIC CYCLE

A cycle with an integrated electric motor which can be used for propulsion, but which not require a motor liability insurance.

### EXCESS

The amount that the **Insured** is responsible for and which will be deducted, or payable by them, in the event of a claim: 250 EUR for each and every claim arising from **Accidental Damage**, and 10% with a minimum of 100 EUR for each and every claim arising from Damage to the goods.



## GEORGRAPHICAL LIMITS

Cover is applicable everywhere in the country of operation as per Appendixes.

## GOODS

The things that constitutes the delivery order the **Insured** is carrying at the time of the damage.

## 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.

## MASTER POLICY

The combination of this Master Policy document, the Master Policy Schedule and any endorsement(s) attaching hereto.

## MASTER POLICYHOLDER

Means the Master Policyholder 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**.

## OPERATIVE TIME

Means from the time the **Insured Person** logged into 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.

## 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.

## PURE FINANCIAL LOSS

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 **Accidental Damage**.

## TERRORISM

Means an act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government

## THIRD PARTY

means any person other than the **Master Policyholder**, its **Affiliated Companies**, the **Insured Persons** or its substitutes.

## WAR

Means war, 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 or war-like activities include any and all acts to participate in, or provide support to active participants of hostilities.

## WE/ US/OUR

Means La Parisienne Assurances SA, whose registered office is 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), 61 rue Taitbout, 75436 Paris Cedex 09, under number 4020259.

In Belgium, La Parisienne Assurances SA is authorised by the National Bank of Belgium (NBB), Boulevard de Berlaimont 14, 1000 Brussels, to carry on the business of insurance under the freedom to provide services under number 2958.

## WORK

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

## WORK EQUIPMENT

Any equipment used in connection with the **Insured Person** deliveries.

## YOU/YOUR

Means the **Master Policyholder** and/or its **Affiliated Companies** identified as Deliveroo Belgium BVBA, Deliveroo Netherlands BV, Deliveroo Italy S.r.l., Rooffoods Spain SL, Deliveroo Ireland Limited in the Master Policy Schedule.