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" 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 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 contact@qover.com FOR CLAIMS **http://deliveroo.qover.com**	GENERAL ENQUIRIES +32.2.588.25.50 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 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 Belgium; 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 pay any ***Excess***
g. they ensure they maintain and only use their ***Cycle*** and/or ***Electric Cycle*** if it is in a roadworthy condition; and
h. they comply with regulations imposed by any lawfully authority; and
i. 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 & i) stipulated above.

What is covered

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

a. whilst using his ***Cycle***, ***Electric Cycle*** and
b. whilst on foot when collecting or delivering a Deliveroo placed order (whether he used a ***Cycle, an Electric Cycle*** or a road registered motor vehicle before or after stepping out or off 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***, ***Electric 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
Liability for Bodily Injury and/or ***Accidental Damage***	EUR 5.000.000 per claim per year	No excess for ***Bodily Injury*** EUR 150 For material and immaterial accidental damage;
Liability for Damage to ***Goods***	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

When a Rider engages with a Substitute (appoint someone else to complete deliveries on his behalf, using his 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 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*** or ***Electric Cycle*** for sporting, racing or off road purposes or pursuits
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/Electric Cycle*** due to lack of maintenance.
xi) Any liability for malfunction or failure of any ***Electric Cycle*** due to lack of maintenance.
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***
xiv) Any claims where compulsory insurance is required.

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.

General Provisions

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 and the active rider supplier agreement held with Deliveroo.
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.

IMPORTANT
*Unless the **Insured Person** is covered under another policy, the **Insured Person** will be covered as long as the damage occurred during the **Operative Time**. This insurance contract will pay an indemnity only after all other existing insurance policies have responded. The total sum of the indemnity provided to the **Insured Person** can never exceed the total amount of the damage claimed.*

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 dialling +32.2.588.25.50 (price of a local call from a landline - between 9am and 4pm).

E-mail: mediation@qover.be
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 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.as
Website: Insurance Ombudsman

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 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

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

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

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

AFFILLIATED COMPANIES

Means these entities covered under the Master Policy: Deliveroo Belgium BVBA, Deliveroo Netherlands BV, Deliveroo Italy S.r.l., Roofoods Spain SL. Deliveroo Ireland Limited, Deliveroo UK 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, Scooter 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: The first 150 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 Belgium.

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, Deliveroo UK 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 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.

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 Perons*** 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 activites include any and all acts to participate in, or provide support to active participants of hostilities.

WE/ US/OUR

Means Wakam, 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), 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09

In Belgium, Wakam 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 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***.

WORK EQUIPMENT

Any equipment used in connection with the ***Insured Person's*** delivery activity.

YOU/YOUR

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, Deliveroo UK Limited in the Master Policy Schedule.