



Wolt – Accident General Terms & Conditions

Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Accident	means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the operative time . Accident shall also include disappearance.
Bodily injury	means identifiable physical injury which <ul style="list-style-type: none">• is caused by an accident, and• solely and independently of any other cause, (except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury), which results in your death or disablement within twelve months from the date of the accident.
Courier Partner Service Agreement	means the contract between the Master Policyholder and the Insured Person wherein the Insured Person provides specified services to the Master Policyholder.
Coverage Period	From the date the coverage is confirmed by Us to the Insured Person until the expiry of the Master Policy period or until cover is terminated or cancelled in accordance with the cancellation / termination provisions as stated in the Master Policy wording, provided that the Insured Person remains contracted to the Master Policyholder .
Hospital	An institution that has accommodation for residential patients and has facilities for diagnosis, carrying out surgery and treatment. It does not include a long-term nursing home, an old people's home or an extended care facility.
Illness	means your illness, sickness or disease.
Loss of limb	means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of your hand, arm, foot or leg.
Loss of sight	means the permanent and total loss of sight which we will consider as having happened: <ul style="list-style-type: none">• in both eyes, if your name is added to the Register of Blind Persons on the authority of a fully-qualified ophthalmic specialist; or• in one eye if, after correction, the degree of sight you have left is 3/60 or less on the Snellen scale.



Master policyholder	means the Master Policyholder as stated in the Schedule.
Medical expenses	means the reasonable cost of medical, surgical, specialists' fees, hospital, nursing home, nursing attendance charges, X-rays or MRI scans, costs of physiotherapy, musculoskeletal or chiropractic treatment, massage, manipulative or therapeutic treatment, surgical and medical requisites given or prescribed by a qualified medical practitioner, including the cost of medical supplies and necessary transportation from the accident site to the nearest treatment facility (e.g. ambulance hire).. Medical expenses shall include dental expenses arising from treatment following Bodily Injury .
Medical Practitioner	A legally qualified practitioner of medicine other than You, a member of Your family or anyone living with you .
Operative Time:	means the time during which the Insured Person is logged onto and online on the Master Policyholder's App and up to one hour thereafter, during the Coverage Period .
Paraplegia:	The permanent and total paralysis of the two lower limbs, bladder and rectum following a spinal cord injury.
Permanent total disablement	means disablement which entirely prevents you from attending to any business or occupation for which you are reasonably suited by training, education or experience and which lasts consecutive twelve months and at the end of that period is beyond hope of improvement.
Quadriplegia	The permanent and entire paralysis of both legs and both arms.
We / us / our / Underwriters	Lloyd's Insurance Company S.A., a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be . Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.
Work	means the Insured Person being registered by the Master Policyholder and available to accept and undertake delivery requests via the App provided by the Master Policyholder /



**You / your / Insured
Person:**

The Insured Person as stated in the Schedule who:

1. Is aged under 70 years of age at the start of the **Coverage Period**;
2. Is legally resident and permitted to **work** in the country where the **Master Policyholder** is located.
3. Is affiliated to a social security system in the country where the **Master Policyholder** is located.
4. Holds a valid **Courier Partner Service Agreement** with the **Master Policyholder** to undertake deliveries on behalf of the **Master Policyholder**.



SECTION ONE: Personal Accident

What is covered

We will pay the benefit shown in the schedule of benefits if **you** suffer **bodily injury** which results in **your**:

1.	Death.	EUR 50,000
2.	Permanent total disablement.	EUR 50,000
3.	Quadriplegia	EUR 50,000
4.	Paraplegia	EUR 50,000
5.	Loss of one limb.	EUR 30,000
6.	Loss of sight in one eye	EUR 15,000
7.	Loss of sight in both eyes.	EUR 50,000

Conditions

1. If item 1 is not covered, then no claim shall be payable in respect of an **accident** which would have given rise to a claim for death had that item been covered.
2. If item 1 is covered and an **accident** causes **your** death within twelve months following the date of the **accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 of Section One of the schedule of benefits, only the benefit provided for in the case of **your** death shall be paid.
3. If **you** are not found within twelve months of **your** disappearance, and sufficient evidence is produced satisfactory to **us** that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death, **we** will pay the death benefit, where applicable, under this contract of insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.
4. if the consequence of an accident shall be aggravated by any physical disability or condition of the **Insured Person** which existed before the **accident** occurred, the amount of any compensation payable under this Insurance in respect of the consequence of the **accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.



SECTION TWO – MEDICAL EXPENSES

We will pay, in respect of **Medical Expenses** necessarily incurred as a result of **you** sustaining **Bodily Injury**, up to EUR 7,500 any one **Insured Person** during any one **Coverage Period**.

EXCLUSIONS APPLICABLE TO SECTION TWO

We shall not be liable for claims:

1. In respect of expenses incurred more than 12 months after the date the first expense was incurred;
2. In respect of expenses covered under any other insurance and/or Social Security Scheme or Health Fund.
3. In respect of dental costs for cosmetic enhancement of teeth.

SECTION THREE – HOSPITAL CASH BENEFIT

We will pay EUR 50 per complete 24 hours (maximum EUR 1,000 each and every loss) if You sustain **Bodily Injury** and are confined as an in-patient to a **Hospital**



GENERAL EXCLUSIONS applicable to all Sections:

This contract of insurance does not cover claims in any way caused or contributed to by:

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. **your** engaging in or taking part in armed forces service or operations;
5. **your** engaging in flying of any kind other than as a passenger;
6. **your** suicide or attempted suicide or intentional self-injury or **you** being in a state of insanity;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. **your** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. a criminal act by **you**;
10. **your** being intoxicated by alcohol or drugs;
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type;
12. **Illness.**
13. any condition for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at inception of this contract of insurance or for which **you** have been treated at any time during the 12 months prior to the inception of the **Coverage Period**.

General Conditions applicable to all sections

1. The **Master Policyholder** and every **Insured Person** has a duty to take reasonable care to ensure that any information that is provided by them or on their behalf to us when applying for and throughout the life of this policy is complete, accurate and not misleading. It is important that all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if any misrepresentation of a material particular is made in the information provided to us this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.
2. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the **Master Policyholder** or an **Insured Person** or anyone acting on their behalf to obtain benefit under this Policy We shall be under no liability in respect of such claim.



SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.

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CANCELLATION PROVISIONS

The Master Policyholder's right to cancel

The Master Policyholder has the right to cancel this Master Policy at any time during the Master Policy Period. Notice of termination must be given in writing to the Administrator.

Qover S.A.
31, rue du Commerce, 1000 Brussels, Belgium
Insurance@qover.com

If the Master Policyholder does not specify the date of termination, the Master Policy will cease to be in force at the date of delivery to us of the notice of termination.

The Master Policyholder's right to cancel

We are entitled to terminate the Master Policy during the Master Policy Period if:

- The Master Policyholder has given incorrect or incomplete information prior to the issuance of the insurance and if we would have not issued the insurance if we had been aware of the true circumstances.
- There has been a change either in the circumstances reported to us by the Master Policyholder at the time the contract was concluded or in the circumstances recorded in the Master Policy which materially increases the risk and which we cannot be considered to have taken into account when the contract was concluded.
- You have wilfully or through gross negligence failed to comply with precautionary guidelines.
- You have wilfully or through gross negligence caused the occurrence of an insured event.
- You have, after the occurrence of an insured event, in bad faith given us incorrect or incomplete information of importance for the assessment of our liability.



After learning about a circumstance which may cancel the Master Policy, we shall give written notice of the termination of the insurance without undue delay to the Master Policyholder at his last known address. The insurance expires one month after the date that we send the Master Policyholder a notice of termination.

If the Master Policyholder fails to pay the premium within the specified period, we are entitled to terminate the policy at 14 days' notice, calculated from the dispatch of the notice.

SERVICE OF SUIT AND JURISDICTION CLAUSE

It is agreed that this Insurance shall be governed exclusively by the law and practice of Denmark, 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 Denmark.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

Ms Anne Buhl Bjelke
Lloyd's General Representative in Denmark
Langelinie Allé 35
DK-2100
Copenhagen
Denmark

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

HOW TO MAKE A CLAIM

What to do in the event of an accident

1. In the event of an **accident** which causes or may cause a claim under this contract of insurance the **Administrator** whose contact details are stated in the schedule should be advised immediately, and in any event within 30 days of the date of the **accident**.
2. **You** must as early as practicable seek the attention of a duly qualified medical practitioner. Notice must be given to the **Administrator** in the event of **your** death resulting or alleged to result from an **accident** and in any event within 30 days of the date of the **accident**.



3. **You** must provide **us** or **our** medical adviser with the necessary authorisation to access or obtain all **your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as **we** deem necessary to examine **you**.
4. **You** must provide the **Administrator** with written details of what has happened and provide any other information **we** may reasonably require.

Failure to comply with any of the above may reduce the amount of **your** claim or **we** may refuse to pay such claim.

The medical challenge

In the event an **Insured Person** does not agree with a claim 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 residence of the **Master Policyholder** on appeal of the plaintiff.

Each party carries the cost of their 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.

Complaints Procedure

Any complaint should be addressed to the Administrator:

Qover S.A.
31, rue du Commerce, 1000 Brussels, Belgium
Insurance@qover.com

Your complaint will be acknowledged, in writing, promptly.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being received, you may be eligible to refer your complaint to the Insurance Complaints Board in Denmark. The contact details are as follows:



Insurance Complaints Board
Anker Heegaards Gade 2, 1.
DK-1572 Copenhagen V
Denmark

Tel: +45 33 15 89 00

E-mail: ankeforsikring@ankeforsikring.dk

Website: www.ankeforsikring.dk/english

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



DATA PROTECTION POLICY CLAUSE

Personal information

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (*individual insureds*). We, Lloyd's Insurance Company S.A., and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

The Master Policyholder represents that the Master Policyholder have collected the individual insureds' personal information in accordance with applicable data protection laws. We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

Information notices

As we receive the individual insureds' personal information from you, to enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

The Master Policyholder agrees to provide to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

The Master Policyholder must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.



Data Protection Short Form Notice

Your personal information notice

Who we are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

The basis

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels or in other formats on request.



Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the administrator at:

Qover S.A.
31, rue du Commerce, 1000 Brussels, Belgium
Insurance@qover.com

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.