

Deliveroo Riders Liability Insurance Policy - Summary of Cover

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A. Introduction

1. This Policy records the terms upon which the **Insurer** has agreed to insure liabilities incurred by any of the **Beneficiaries** during the **Coverage Period**:
 - a. whilst using any **Vehicle** or
 - b. whilst on foot when collecting or delivering an **Order** (whether the **Beneficiary** used a **Vehicle** or a road registered motor vehicle before or after stepping out of it).
2. No indemnity will be paid for the liability of any **Beneficiary** who has not complied strictly with the requirements of this Policy.
3. This Policy is not intended to meet the requirements of the European Motor Insurance Directives or any national or international laws, regulations, rules or conventions concerning the compulsory insurance of vehicles.

B. Insuring Agreement

1. The **Insurer** will provide indemnity for:
 - 1.1 all sums which a **Beneficiary** may become liable to pay as **Damages** for accidental:
 - (a) **Personal Injury**; and/or
 - (b) **Property Damage**

arising directly from an **Event** which takes place during the **Coverage Period** in the **Territory** and during the **Policy Period**.
 - 1.2 **Defence Costs** of any **Claim** against a **Beneficiary** which is covered (or if it is upheld would be covered) under paragraph 1.1 above.
2. The Limit of Liability stated below is the maximum amount payable by the **Insurer** in relation to any one **Event**. The Excess stated below will apply to any **Event** causing **Property Damage**.

3. All obligations of the **Insurer** to any one **Beneficiary** in relation to any one **Event** shall cease after the Limit of Liability has been paid by the **Insurer** (less any Excess where applicable).
4. Limit of Liability for cover:

Cover	Limit of Liability	Excess
Liability for Personal Injury And/or Property Damage	GBP 1,000,000 per any one Event	No excess for Personal Injury GBP 150 each Claim for Property Damage
Legal Defence	GBP 7,500 per any one Event	No excess

C. Definitions

The following definitions are applicable to the Policy.

1. “**Administrator**” shall mean Broadspire UK, Ashton House, Silbury Boulevard, Milton Keynes, MK9 2AH.
2. “**Beneficiary**” shall mean a **Rider** or a **Substitute**.
3. “**Broker**” shall mean Indeez SAS, listed on the Paris Trade and Companies Register under number 888 048 659, with its head office located at 19 rue du Rocher 75008 Paris, France.
4. “**Claim**” shall mean a written demand for monetary compensation by a third party against a **Beneficiary** relating to an **Event**.
5. “**Coverage Period**” shall mean the period of time commencing when a **Beneficiary** logs into and is online on the Deliveroo App and concluding 1 hour after the **Beneficiary** logs out of the Deliveroo App and goes offline. By exception, the **Coverage Period** will end immediately if the **Beneficiary** is logged into the Deliveroo App but has not been “available” for 1 hour to accept **Orders** (the **Beneficiary** being always covered during the first hour of being logged in).
6. “**Damages**” shall mean the damages which a party other than the Policyholder and a **Beneficiary** is legally entitled to receive and legal costs and expenses recoverable from the Policyholder or **Beneficiary** by a party other than the Policyholder or **Beneficiary**.
7. “**Defence Costs**” shall mean any and all legal costs and expenses (other than management expenses) which are reasonably and necessarily incurred with the prior written consent of the **Insurer**:
 - (a) in the adjustment, investigation and adjudication of any **Claim** under this policy; and/or
 - (b) to assist the Insurer in the investigation or defence of any **Claim**.
8. “**Event**” shall mean an act, accident or occurrence during the **Coverage Period** caused directly by a **Beneficiary** (i) whilst using any **Vehicle** or (ii) whilst on foot when collecting or delivering an **Order** (whether the **Beneficiary** used a **Vehicle** or a road registered motor vehicle before or after stepping out

of it). All acts, accidents and events which are consequent on or attributable to one source or original cause shall be treated as a single **Event** which is deemed to have taken place at the time when the first act, accident or event took place.

9. “**Insurer**” shall mean XL Catlin Insurance Company UK Limited.
10. “**Order**” shall mean the order of goods by a Deliveroo customer using the Deliveroo smartphone application, website or technology provided by the Policyholder in the **Territory**.
11. “**Personal Injury**” shall mean physical injury, death, disease, illness and medically recognized psychiatric injury to a human person not being a **Beneficiary** or an employee of a **Beneficiary**.
12. “**Property Damage**” shall mean physical damage to, loss of or destruction of tangible property including any loss arising directly therefrom.
13. “**Rider**” shall mean an active rider who has a contract with the Policyholder by way of a valid rider supplier agreement and is entitled to log in the Deliveroo App provided by the Policyholder.
14. “**Substitute**” shall mean a person approved by a **Rider**, who carries out delivery services on the **Rider’s** behalf and meets the criteria of the **Rider’s** valid rider supplier agreement with the Policyholder.
15. “**Territory**” shall mean Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
16. “**Vehicle**” shall mean any bicycle, kick-scooter or electric vehicle used by a **Beneficiary** to undertake delivery services for an **Order**. The term **Vehicle** shall not include any means of transportation that requires compulsory motor insurance or any other regulatory required insurance.

D. Exclusions

1. This Policy does not cover liability which is not directly caused by an **Event**.
2. This Policy does not cover liability in connection with an **Event** which is caused intentionally by a **Beneficiary** or the Policyholder.
3. This Policy does not cover liability in connection with an Event which takes place wholly or partly outside of:
 - (a) the **Territory**;
 - (b) the **Coverage Period**; and/or
 - (c) the Policy Period.
4. This Policy does not cover any liability in connection with the use of a **Vehicle** by a **Beneficiary** who is disqualified from using such **Vehicle** or, where a license is required to operate such **Vehicle**, the **Beneficiary** does not hold a valid and current license to use such **Vehicle**.
5. This Policy does not cover any liability in connection with a **Beneficiary’s** use of a **Vehicle** which is:
 - (a) not in good condition;
 - (b) unroadworthy;
 - (c) modified from the manufacturer's original specification that renders the **Vehicle** contrary to law or regulation;
 - (d) being used to transport hazardous goods or explosives; and/or

- (e) Not permitted to be used on a United Kingdom road.
6. This Policy does not cover any liability in connection with breach of contract or agreement unless the **Beneficiary** would have had the same liability had the **Beneficiary** not entered into the contract or agreement.
7. This Policy does not cover any liability in connection with a **Beneficiary's** ownership, possession or use of any:
- (a) aircraft or aerial device for travel through air or space;
 - (b) water-going vessel or craft;
 - (c) hovercraft or hydrofoil;
 - (d) any method of transport which require compulsory insurance; and/or
 - (e) any car or motor vehicle which requires a motor vehicle license to operate.

8. This Policy does not cover any legal liability or pay any amounts of whatsoever nature directly or indirectly caused or contributed to, by or arising from the loss of, loss of use of, divulgence of, disappearance of, theft of, damage to, corruption of, inability to access, inability to manipulate or inability to prevent access to Electronic Data.

This exclusion does not apply to any directly resultant **Personal Injury** or **Property Damage** provided that mental injury and/or mental anguish and/or nervous shock and loss of or damage to Electronic Data remain excluded hereon.

9. This Policy does not cover any liability in connection with:
- (a) civil commotion, riot, labor disturbances or public disorder or attempt thereat;
 - (b) war, or war-like acts or attempt thereat;
 - (c) military uprisings, usurped power, rebellion or revolution or attempt thereat;
 - (d) any act or attempt of Terrorism by any person or group, whether acting alone or under instruction or any action taken in controlling, preventing or suppressing Terrorism; or
 - (e) flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event.
10. This Policy does not cover any liability in connection with:
- (a) ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
 - (b) nuclear material, nuclear fission or fusion, nuclear radiation;
 - (c) nuclear explosives or any nuclear weapon; or
 - (d) nuclear waste in whatever form.

For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

11. This Policy does not cover any liability in connection with pollution, contamination or seepage discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant.
12. This Policy does not cover any liability in connection with any obligation under a workers' compensation, employer's liability, disability benefits or unemployment compensation law or any similar law, regulation or other provision.
13. This Policy does not cover any liability in connection with any:
- (a) refusal to employ a person;
 - (b) termination of that person's employment;
 - (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation,

reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; and/or

(d) the spouse, child, parent, brother or sister of the person at whom any of the employment-related practices described in paragraphs a), b), or c) above is directed.

14. This Policy does not cover any liability in connection with the oral or written publication of material:
- (a) if done by or at the direction of a **Beneficiary** with knowledge of its falsity; or
 - (b) whose first publication took place before the beginning of the Policy Period; or
 - (c) arising out of a criminal act or out of the willful violation of a penal statute or ordinance committed by or with the consent of a **Beneficiary**.
15. This Policy does not cover any liability in connection with the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
16. This Policy does not cover any liability in connection with the manufacture, distribution, sale, implantation, installation, removal, remediation, encapsulation, treatment, utilization, ingestion, inhalation of, or exposure to, any and all of the following in any form whatsoever:
- (a) asbestos;
 - (b) cannabis.
 - (c) explosives;
 - (d) magnetic, electric or electromagnetic fields or radiation
 - (e) tobacco or any tobacco products including E-Cigarettes/E-Vaping (or ingredients of, or used in the manufacture or production of, such products);

Provided that this exclusion 16 does not apply to the distribution or sale of tobacco or any tobacco products including E-Cigarettes/E-Vaping.

17. This Policy does not cover any damage or injury sustained by a **Beneficiary** or passengers carried by a **Beneficiary**.
18. This Policy does not cover damage to any products manufactured, supplied, handled or delivered by a **Beneficiary** or the costs of making a refund for the price paid of any products or delivery services.
19. This Policy does not cover a **Beneficiary** being under the influence of alcohol or drugs, except those drugs prescribed by a registered doctor.
20. This Policy does not cover damage to property (including vehicles):
- (a) owned, rented or occupied by a **Beneficiary**, including any costs or expenses incurred by the Beneficiary, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of **Personal Injury** or **Property Damage**;
 - (b) loaned or rented to a **Beneficiary**; and/or
 - (c) in the care, custody or control of a **Beneficiary**;
21. This Policy does not cover:
- (a) any award made by a criminal court;
 - (b) punitive damages;
 - (c) exemplary damages;
 - (d) aggravated damages;
 - (e) fines, penalties; or,
 - (f) any award of additional damages resulting from the multiplication of compensatory damages.

22. This Policy does not cover liability which arises out of or relating to the delivery of any hazardous goods or goods that require additional licensing or regulation to transport.
23. This Policy does not cover any liability for any claim, loss, liability, legal liability, cost or expense of whatsoever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.
- This exclusion also applies to any claim, loss cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:
- (i) any fear or threat (whether actual or perceived) of; or
 - (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.
24. This Policy does not cover any liability or pay any amounts of whatsoever nature directly or indirectly caused or contributed to, by or arising from Abuse.

E. General conditions

1. Eligibility Criteria

The **Beneficiaries** are eligible for cover under this Policy if:

- (i) they are under 70 years of age; and
- (ii) they are legally permitted to work in the United Kingdom; and
- (iii) they hold a valid rider supplier agreement with the Policyholder to provide delivery services; and
- (iv) they undertook at least one delivery over the last 30 days before the **Event**; and
- (v) they have been “available” on the Deliveroo App to accept **Orders** during the **Coverage Period**; and
- (vi) they pay any excess.

In order for a **Substitute** to be covered, in addition for the **Substitute** to meeting the above eligibility criteria, the **Rider** will have the following obligations:

- (i) hold an active and valid rider supplier agreement with the Policyholder at the time of substitution,
- (ii) show that all relevant terms of the rider supplier agreement with the Policyholder, in relation to the **Substitute**, are met,
- (iii) provide evidence that the **Substitute** is permitted to work in the **Territory**.

2. Notification of changes

Changes to any information about criminal convictions or charges for offences of any **Beneficiary** must be notified to the **Insurer** as soon as possible.

Where the change represents a change to any material information already provided, the **Insurer** reserves the right to accept or deny coverage within thirty (30) days from the time of notification and to establish a separate rate and Premium and, if appropriate, terms to provide coverage for any such change.

3. Reasonable precautions

Each **Beneficiary** must take all reasonable precautions to prevent and minimize loss or damage of any

kind (including, without limitation, the risk of **Claims, Personal Injury** and **Property Damage**) and maintain all property in good repair and comply with all legal and regulatory obligations.

If a **Beneficiary** fails to comply with any of its obligations as set out above the **Insurer** shall have no liability under the Policy unless the **Beneficiary** shows that non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

4. Sanctions

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

5. Governing Law and Jurisdiction

This Policy shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this Policy and all communications relating to it will be in English.

F. Claims conditions

No indemnity will be paid for the liability of any **Beneficiary** who has not complied strictly with the requirements of this Section F.

1. Potential claims

As soon as a **Beneficiary** becomes aware of a potential claim, a **Beneficiary** must use all reasonable endeavours to try to limit the amount of any liability.

2. Notification of claims – Beneficiary and Third Party

- (a) The **Insurer** shall have no obligation under this Policy in respect of a claim unless it receives written notice in compliance with this Policy.
- (b) For the purposes of this Policy, notifications of **Claims** will be made through the **Broker** and **Claims** handling will be made by the **Administrator**. All **Claims** under this Policy shall then be notified to the **Broker**, which will ask for confirmation of the eligibility of the concerned **Beneficiary** under the Policy to the Policyholder. Upon receipt of the eligibility confirmation or denial by the Policyholder, the **Claim** will be handled by the **Administrator**.
- (c) On the happening of any **Event** which may result in a **Claim** under this Policy, a **Beneficiary** or a third party having suffered **Damages** shall:
 - (1) notify the **Broker** as soon as reasonably practicable and provide particulars of the **Event**;
 - (2) provide to the **Broker** or the **Administrator** all documents which may support their **Claim**;
 - (3) supply such additional proof, information and sworn declarations as the **Administrator** may require within the time frame set by the **Administrator**, including any communication, writ, summons or other legal process in connection with the Event giving rise to the claim; and
 - (4) provide true and complete information to the **Broker**, the **Administrator**, the **Insurer** and the authorities.

3. Control of claims

- (a) A **Beneficiary** must not enter into negotiations, admit liability, agree to the settlement, mediation or arbitration of any claim, make any promise to pay or settle a claim or incur any **Defence Costs** without the **Insurer's** prior written consent.
- (b) The **Insurer** will not be bound by any admission or any offer made by a **Beneficiary** or anyone acting on their behalf to any third party.
- (c) The **Insurer** shall:
 - (i) be entitled, but not obliged, at any time to take over and conduct in the name of a **Beneficiary** the investigation, defense or settlement of any claim;
 - (ii) otherwise have absolute discretion in the conduct of any proceedings and in the settlement of any **Claim**,whether or not any payment has been made under this Policy.
- (d) If, either before or after the **Insurer** has commenced the defence of proceedings brought against the **Beneficiary**, the **Insurer** no longer believes that there are reasonable prospects for successfully defending those proceedings the **Insurer** will be able to appoint a Queen's Counsel to assess the prospects of defending the proceedings. The **Insurer** shall not be responsible for **Defence Costs** where the opinion of the appointed Queen's Counsel is that there is no reasonable prospect of successfully defending proceedings brought against the **Beneficiary**. The decision to appoint Queen's Counsel shall be at the sole discretion of the **Insurer**.

4. Discharge of liability

- (a) The **Insurer** may at any time pay to the Policyholder in connection with any **Claim** the remaining amount of the Limit of Indemnity (after deduction of any sum or sums already paid as **Damages** or **Defence Costs**, if applicable).
- (b) If a **Beneficiary** shall refuse to consent to any settlement recommended by the **Insurer** and shall elect to contest a **Claim**, then the **Insurer's** liability for **Damages** and **Defence Costs** in respect of that **Claim** shall not exceed the amount for which the **Claim** could have been settled plus any **Defence Costs** incurred at the date of such refusal.
- (c) Upon such payment being made in accordance with paragraph 4.(a) or 4.(b), the **Insurer** shall relinquish the conduct and control of, and be under no further liability in connection with, such **Claim**.

5. Subrogation

On making any payment in respect of any liability in relation to which cover is available under this Policy, the Insurer may in a **Beneficiary's** name, at the **Insurer's** cost, recover against any third party who is responsible for the liability up to the amount which the **Insurer** has paid. The **Beneficiary** shall also provide all such assistance as the **Insurer** may require in relation to such recovery.

To the extent that any recovery is made from any third party in respect of any liability in relation to which cover is available under this Policy, the **Insurer** shall be entitled to those proceeds up to the amount of any payments it has made in relation to such liability. The **Beneficiary** shall co-operate with the **Insurer** and comply with all instructions from the Insurer in relation to the process and procedure for making any such recovery. The **Insurer** shall have sole discretion as to whether such recovery should be pursued.

6. Fraud

- (a) If the **Beneficiary**, or anyone acting for the **Beneficiary**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Insurer:
- a. will not be liable to pay the claim and
 - b. may recover from the **Beneficiary** any sums paid by the Insurer to the **Beneficiary** in respect of the claim and
 - c. may by notice to the **Beneficiary** treat this Policy as having been terminated with effect from the time of the fraudulent act.
- (b) If the Insurer exercises their right under 6.(a)c. above:
- i. The **Insurer** shall not be liable to the **Beneficiary** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - ii. The **Insurer** need not return any of the premium paid.

The exercise of any of those rights by the **Insurer** shall not affect the cover provided under the Policy for any other **Beneficiary**.

7. Notification to the Administrator

For the purpose of any notification to the **Administrator**, the following details should be used:

Broadspire UK

Ashton House,
Silbury Boulevard,
Milton Keynes,
MK9 2AH

Email: deliveroo@broadspiretpa.co.uk

Telephone Number: 01908 302374

This does not alter any provision within the Policy requiring the **Beneficiaries** to notify any person(s) or entity other than the **Administrator**.

8. XL Catlin Insurance Company UK Limited Insurance Guarantee Scheme

XL Catlin Insurance Company UK Limited is covered by the Financial Services Compensation Scheme. The **Beneficiaries** may be entitled to compensation from the Scheme if the Insurer is unable to meet its obligations under this Policy. If the **Beneficiaries** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this Policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

9. Complaints

The **Insurer** is dedicated to providing the **Beneficiaries** with a high quality service and the **Insurer** wants to ensure that it maintains this at all times.

If the **Beneficiaries** have any questions or concerns about the Policy or the handling of a **Claim**, please contact the **Broker** or the **Administrator**.

If a **Beneficiary** wishes to make a complaint, it can do so at any time by referring the matter to:

Complaints Department
Broadspire UK
Ashton House,
Silbury Boulevard,
Milton Keynes,
MK9 2AH

Email: deliveroo@broadspiretpa.co.uk

Telephone Number: 01908 302374

If the **Beneficiary** remains dissatisfied after the Complaints Department has considered the complaint, or a final decision has not been received within eight (8) weeks, the **Beneficiary** can refer the complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)

Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

G. Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (“**we**”, “**us**” or the “**Insurer**”) collect and use the personal information of insureds, claimants and other parties (“**you**”) when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: legalcompliance@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.



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