

BIKMO

# Rider Public Liability

Details of Insurance

BKM-UKG-COPL-GDI(3.1)



Arranged in partnership with Tribe Advisory Ltd

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## Introduction

Welcome to **your** Rider Public Liability cover.

This cover is provided to **you** free of charge. This document contains details of **your** cover. Please read it carefully and keep it in a safe place.

This cover is designed to provide public liability protection to **you** as detailed in this document.

In order to provide **you** with this cover, Deliveroo has taken out an insurance policy with the **insurer** and is the Policyholder. **Your** cover is underwritten by:

UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

UK General Insurance Limited act as agents of insurers and are regulated by the FCA authorisation number 310101.

The **insurer** of your **policy** is Great Lakes Insurance SE, a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

The insurer will be referred to as “**we**”, “**us**” or “**our**” in **your** Policy.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

The insurance policy is solely between **us** and Deliveroo and is the only contract of insurance relating to **your** cover. **You** have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the **policy** but this does not affect any right or remedy which exists or is available to **you** apart from that Act. However, as a beneficiary of the insurance contract, **you** can receive a copy of the insurance policy if **you** wish to have one by contacting Bikmo Limited at the following address: 7 Abbey Square, Chester CH1 2HU. **You** can also email [deliveroo@bikmo.com](mailto:deliveroo@bikmo.com) or call 01244 470 422.

## How long **your** cover will last

**Your** cover will end automatically if any of the following criteria are not met:

- a. **you** no longer hold and operate under a valid rider supplier agreement with Deliveroo to undertake deliveries; and
- b. **you** are no longer legally resident in the **United Kingdom**.

As a beneficiary **you** do not have the right to cancel the insurance contract between Deliveroo and **us**. **Your** cover will end if Deliveroo, as the Policyholder, does not renew this cover at the annual renewal date.

Claims under the insurance are handled by **our claims administrator**.

The **claims administrator** is Langley's Solicitors LLP.

Full details on the claims process is set out in the section entitled "Making a Claim". In this section **you** will find claims conditions which **you** must comply with. If **you** do not comply with these conditions the **claims administrator** may not be able to pay a claim or the amount of any payment could be reduced.

Some words and phrases in this document will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold** type. They are all listed and explained in the "Definitions" section which can be found on page 11 of this document.

If **you** have any disability that makes communication difficult, or if **you** need any documents to be made available in audio format please contact Bikmo Limited who will be pleased to help. Their contact details are given above.

All insurance documents and all communications with **you** about this cover will be in English.

## How to make a claim

To make a claim **you** should visit [deliveroo.bikmo.com/incident-report](https://deliveroo.bikmo.com/incident-report) and complete the online incident report form.

Alternatively, **you** can call the **claims administrator** on 01904 686790 or email [ukg@langleysclaimsservices.com](mailto:ukg@langleysclaimsservices.com).

## Important information

There are conditions which relate specifically to making a claim. If **you** do not meet these conditions, **we** may reject a claim payment or any claim payment **we** do make could be reduced.

### Eligibility for cover

**You** must meet these requirements to be **eligible**

To be eligible for this insurance **you** must:

- a. be 18 years of age, or older; and
- b. hold a valid rider supplier agreement with Deliveroo to undertake deliveries; and
- c. be legally resident in the **United Kingdom**; and
- d. pay any **excess**; and
- e. exercise due skill and care when making deliveries on behalf of Deliveroo; and
- f. ensure you maintain and only use your **cycle** and/or **electric cycle** if it is in a roadworthy condition; and
- g. comply with regulations imposed by any lawful authority.

In the case of a **substitute** cover as outlined in this wording is subject to the following additional eligibility criteria:

- h. any **substitute** is approved by the **rider** as the account holder with Deliveroo; and
- i. that at all relevant terms of the **rider** supplier agreement, in relation to **substitutes**, are met.

## Coverage

### What is covered

These are your cover benefits

Within the **geographical limits**, we will pay for:

- a. **accidental bodily injury** or **disease** of any person other than **you**; and
- b. **accidental damage** of tangible property other than that owned by **you** or in **your** sole custody or care

which you legally become liable to a third party for and which arise from:

- a. your use of or ownership of the **cycle** and/or **electric cycle**; and/or
- b. whilst on foot; and/or
- c. when **you** have exited your vehicle when collecting or delivering a Deliveroo placed order; and/or
- d. which any specified individual member or **substitute** becomes legally liable for in accordance with a, b or c above.

The maximum amount **we** will pay is £1,000,000 for each claim.

The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this policy.

### What is not covered

This section explains what cover is not included – please read carefully

- a. Any liability if **you** or **your substitute** are not logged into the Deliveroo rider app at the time the **claim incident** occurred and/or were not logged on within 1 hour prior to the **claim incident** occurring.
- b. Any liability whilst the **rider** is in control of a **vehicle** during their work with Deliveroo.
- c. The policy **excess**.
- d. Any liability for **bodily injury** or **disease** to **you** and/or **your substitute**
- e. Liability arising from **accidental damage** or loss to **property** which belongs to **you** or any property which is in care, custody or control of **you**.
- f. Any claim where **you** are entitled to an indemnity for loss or damage to property or for **bodily injury** or **disease** from another source.
- g. Any claim where compulsory insurance is required.
- h. Any claim where punitive, exemplary and/ or aggravated damages are awarded against **you**.
- i. Any liability for **bodily injury**, **disease** or damage or loss to **property**:
  1. arising out of the ownership, possession, use or occupation of land or buildings; or

2. 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.
  3. resulting in defective work equipment, vehicle or cycle. malfunction or failure of any electric cycle.
- j. Any reckless or wilful negligent act whilst collecting or delivering a Deliveroo placed order.

## Making a claim

This section tells you how to start the claim process

If **you** need to make a claim or notify of an incident that might give rise to a claim, you should visit [deliveroo.bikmo.com/incident-report](https://deliveroo.bikmo.com/incident-report) and complete the online incident report form. Alternatively, you can contact Langley's Solicitors LLP on 01904 686790 or email [ukg@langleysclaimsservices.com](mailto:ukg@langleysclaimsservices.com) as soon as possible after the incident has occurred.

Please note that if **you** delay reporting a claim to **us** without good reason, and that delay causes an adverse and prejudicial effect to **us**, then **we** may decline to accept **your** claim.

**You** will be asked to supply evidence to support **your** claim that is appropriate to the claim, including but not limited to a crime reference number. **We** may also request that **you** provide proof of **your** identity prior to settlement of any claim.

**You** must send **us** any claim, writ or summons as soon as **you** receive it. **You** must notify us in writing of any impending prosecution inquest or fatal accident enquiry as soon as **you** become aware of it.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may refuse to pay any claim.

UK General Insurance Limited is an insurers' agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.

## Compensation scheme

This explains how the compensation scheme protects you

**We** are members of the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations under this insurance. This depends on the type of business and the circumstances of the claim.

Further information about the FSCS arrangements can be obtained on request or by visiting the website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Termination of cover

**Your** cover will end automatically on the date that **you** cease to hold a valid and approved supplier agreement with Deliveroo, however you are still entitled to notify **us** of any incident and/or claim which occurred whilst **you** were working with Deliveroo, which is being, or can be made and any valid claim made under this insurance will be unaffected.

## Complaints procedure

This section explains what to do if you wish to make a complaint

**We** take complaints very seriously and it is always our intention to give **you** the best possible service. If **you** have any questions or concerns about this insurance and/or the handling of a claim **you** should follow the Complaints Procedure below:

### Policy Complaints

Please contact **your administrator** who arranged the insurance on behalf of Deliveroo at [deliveroo@bikmo.com](mailto:deliveroo@bikmo.com). The **administrator** will liaise with **us** and **insurers** as required when investigating your complaint.

### Claims Complaints

Please contact **your** claims administrator who arranged the insurance on **your** behalf at [ukg@langleysclaimsservices.com](mailto:ukg@langleysclaimsservices.com). The **administrator** will liaise with **us** and **insurers** as required when investigating **your** complaint.

If **your** complaint is not resolved to **your** satisfaction, **you** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

Exchange Tower,  
Harbour Exchange Square, London,  
E14 9SR  
Phone 0800 023 4567 if calling from a landline or 0300 123  
9123 if calling from a mobile  
Further information is available from them and on  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Data protection

UK General Insurance Limited - Privacy Notice

**We** take data protection matters extremely seriously and are acutely aware of the importance of maintaining privacy of **your** and/or **your substitutes** personal information and our data more generally. Your privacy is important to **us**.

It is necessary for **us** to collect, hold and process data in connection with **your** cover and/or claim. Data will be processed in accordance with the Data

This states UK General Insurance Limited's privacy notice

Protection legislation. Our privacy policy explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice>.

The notice explains what personal information **we** will need to collect from **you** as well as any information and/or data **we** intend and/or may need to collect from **you** in the future.

It will also set out how **we** hold and process information for **you** and, provides details of the procedures and controls **we** have in place to manage the information **we** have and use.

## Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold type.

Administrator	Bikmo (a trading style of Bikmo Limited)  Email: <a href="mailto:deliveroo@bikmo.co.uk">deliveroo@bikmo.co.uk</a> Tel: 01244 470 337 Address: Bikmo, 7 Abbey Square, Chester, CH1 2HU
Accident / Accidental	a sudden, violent and unexpected event unforeseen, specific event which happens by chance, occurring at an identifiable time and place during the <b>period of insurance</b> .
Accidental Damage	sudden and unexpected damage caused by violent and external means.
Bodily Injury	death or identifiable physical injury.
Claim Incident	an incident which gives rise to claim under the terms of this policy
Cycle	any bicycle, adult tricycle, tandem or recumbent which is your own property or for which you are legally responsible. The <b>cycle</b> must be ridden only by human pedal power or electric battery and must not be powered in such a way that it is subject to the requirements of the Road Traffic Act.
Damage	damage shall mean accidental loss or destruction of or damage to the Property
Disease	any medically recognised condition that causes pain, dysfunction, distress, social problems, or death to the person afflicted
Electric Cycle	a <b>cycle</b> with an integrated electric motor which can be used for propulsion.
Excess	the amount that <b>you</b> are responsible for and which will be deducted, or payable by <b>you</b> , in the event of a claim. The excess applicable to this policy is:  £250 for each and every claim arising from <b>accidental damage</b> to third party property, and £250 for each and every claim arising from <b>bodily injury</b> .
Geographical Limits	anywhere in the <b>United Kingdom</b>

Insured Value	£1,000,000 as an aggregate limit per Deliveroo account holder over any 12-month period.
Insurers / We / Us / Our	UK General Insurance Ltd on behalf of Great Lakes Insurance SE.
Motor Car	means a vehicle designed and constructed for the carriage of passengers and comprising no more than eight seats in addition to the driver's seat or a van or small commercial vehicle defined as a vehicle designed and constructed for the carriage of goods and having a maximum mass not exceeding 2.1 tonnes, for which <b>you</b> are legally licensed to drive.
Motor Cycle	means a motor or engine powered two- or three-wheeled vehicle or its' electrical equivalent of no more than 250cc (or the electrical equivalent) for which <b>you</b> are legally licensed to drive.
Period of Insurance	means the period shown in the schedule of insurance relating to the contract of insurance which <b>we</b> have entered into with Roofoods Limited trading as Deliveroo.
Property	goods, <b>Motor Cars, Motor Cycles</b> , personal items and possessions including mobile phones, computer and/or other electronic business equipment belonging to any third party not including goods, <b>Motor Cars, Motor Cycles</b> , property personal items and/or possessions including mobile phones, computer and/or other electronic business equipment belonging to <b>you/the rider</b> and/or property in the sole custody or control of <b>you/the rider</b> .
Rider	means <b>you</b> whilst <b>you are</b> providing delivery services for Deliveroo in accordance with a valid and active supplier agreement or any <b>substitute</b> as nominated under the terms of your supplier agreement.
Substitute	a person chosen by you, aged 18 years or over, who is <b>legally resident</b> in the <b>UK</b> and who carries out Deliveroo deliveries on <b>your</b> behalf as stipulated in the rider supplier agreement.
United Kingdom, UK	England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
Vehicle	means a mode of transport which is used for the rider's work with Deliveroo of either a <b>motor cycle</b> or a <b>motor car</b> .
Work Equipment	any equipment used in connection with <b>your</b> deliveries including mobile phones, computer and/or other electronic business equipment.
You/Your	the beneficiary of the insurance contract entered into between us and Roofoods Limited trading as Deliveroo.