LIABILITY INSURANCE POLICY SUMMARY

KEY FACTS

Uber Eats and Zurich Insurance have created a liability insurance policy for the benefit of delivery partners in Belgium, Czech Republic, France, Germany, Ireland, Italy, the Netherlands, Poland, Portugal, Romania, Spain, Sweden, Switzerland and the United Kingdom.

The policy comes at no cost to delivery partners and Uber Eats assumes no responsibility for the adequacy or continuity of cover. This docum   ent does not constitute a contract with delivery partners.

The policy does not replace the compulsory insurance which the law requires all owners and users of motor vehicles to take out. Delivery partners using motor vehicles to provide delivery services must maintain all insurance which is compulsory for such activity using the Uber EATS/Uber app.

Irrespective of the existence of this policy, all delivery partners are encouraged to consider purchasing their own liability insurance for all delivery services which they undertake.

This document summarises the key features of the policy. It does not form a contract with delivery partners. It is not a part of the policy. Please read it carefully because delivery partners are required to comply with the terms of the policy to ensure that claims are paid.

Who underwrites the policy?

The policy is underwritten by Zurich Insurance plc, Netherlands branch.

Who is the policyholder?

Uber Eats is the sole policyholder. It agrees the policy terms, pays the premium and administers payments received under the policy.

Who benefits from the policy?

Payments under the policy are used to meet the legal liabilities of delivery partners towards third parties.

Key features of cover

The policy covers the legal liabilities of delivery partners who accidentally cause personal injury or property damage to third parties while making deliveries in any of the insured territories. The policy also covers the costs of defending covered claims.

For deliveries on foot, by kick-scooter, bicycle, or electric bicycle the policy will contribute alongside, but not in preference, to any insurance which the courier has taken out on his or her own behalf.

The policy is renewable annually. Uber Eats may cancel or invalidate the policy or allow it to lapse at any time with a notice period of thirty (30) days.

The policy has an annual limit which applies in the aggregate to all delivery partners across the insured territories. If, at the time of an accident, the aggregate limit has already been exhausted by other claims, cover will not be available under the policy.

Key exclusions

Note: below we have summarized the most important exclusions in the policy. The policy may contain other, more extensive, exclusions which do not appear in this list.

The policy does not cover any liability in connection with:

- the intentional conduct of a delivery partner;
- breach of contract or agreement;
- computer hardware, software or electronic data;
- war, political violence, public disorder or terrorism (including attempts);
- extreme weather conditions;
- pollution, contamination or seepage; or
- obligations under employment or workers' compensation laws.

The policy does not cover any injury or property damage affecting:

- indemnified delivery partners, their employees or passengers;
- products manufactured, supplied or delivered by delivery partners;
- property (including vehicles) in the care, custody or control of a delivery partner

The policy does not cover:

- accidents which occur outside of the insured territories or the period of insurance;
- punitive, exemplary or aggravated damages;
- penalties and fines;
- the costs of making a refund for the price of any products or delivery services; or the sales tax element of any claim where sales tax can be recovered.

Policy requirements

Each delivery partner must comply with the requirements set out below. Failure to comply with any of the policy requirements will result in a claim being declined.

The delivery partner must:

- comply with all relevant laws and regulations.
- arrange and maintain all insurances which are required by law.
- take reasonable precautions to prevent and minimize loss and damage; and provide true and complete information at all times.

Making a claim

As soon as an accident occurs, the delivery partner must comply with the claims conditions set out below. Failure to comply with any of the claims conditions will result in a claim being declined.

The delivery partner must:

- notify Uber Eats of any accident as soon as it occurs as follows:
  By Post to:
  Uber Portier BV
  Meester Treublaan 7
  1097 DP Amsterdam Netherlands

  By Email to: claimsEATS@uber.com

  By Website: https://help.uber.com/

- forward to Uber Eats – unanswered – all correspondence and notifications received;
- make all reasonable efforts to limit the amount of liability;
- allow Uber Eats to take over the conduct of the claim;
- provide all information which Uber Eats or may require;
- provide true and complete information at all times; and
- cooperate with any claim against any third party which might share responsibility for the accident.

No payment will be made, if the delivery partner admits liability or attempts to negotiate, settle or compromise a claim without the prior written consent of Zurich Insurance.

If a delivery partner submits a claim or provides information that is in any way fraudulent, dishonest or inflated, the entire claim will be rejected and the delivery partner will be required to reimburse Uber Eats and for any expenses incurred in relation to the claim.

Privacy and Consent to disclosure

The Privacy & Disclosure notice can be found and downloaded at: https://www.benelux.zurich.com/nl-nl/services/privacy. Please read the Disclosure Notice (*for Insureds*) carefully, as this sets out "How we (Zurich Insurance plc Netherlands branch) could use your information, e.g. What personal information we collect about you; How we use your personal information; Who we share your personal information with; How we transfer your personal information to other countries; How long we keep your personal information for; Your data protection rights; What happens if you fail to provide your personal information to us; Fraud prevention and detection; Claims history.
You should show this Data Privacy Notice to anyone covered or proposed to be covered under this policy.
You can ask for further information about our use of your personal information or complain about its use, by contacting our Data Protection Officer: Goddin Lee DPO Zurich Insurance, Netherlands Branch:

goddin.lee@zurich.com; or
Prinses Margrietplantsoen 65, 16th floor; 2595 BR the Hague; the Netherlands.