Business liability insurance for freelancers

Terms & conditions

AICT23.2.1.2.2

This document is a translation of the original Dutch version. In case of discrepancies between these conditions and those of the original Dutch version, the Dutch version prevails.

When we are communicating with freelancers outside of the Netherlands we will always do so in English.

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1. Basic agreements

These certificate terms & conditions together with the General terms & conditions for group insurance (AICT23.1.1.1.1) form the conditions of this cover.

Where are you insured? You are insured worldwide, with the exception of claims for which US or Canadian law applies and/or the US or Canadian courts have jurisdiction.

How much are you insured for? You are insured for €2,500,000 for each ***claim***. The total sum insured will never exceed €10,000,000 a year for all freelancers together.

2. What are you insured for?

2.1 What is and what is not insured?

Subject to these conditions and to any applicable exclusions, limitations or special agreements, you are covered, while on shifts through the (work)platform, for your ***liability*** for:

- damage to persons: damage which result in injury, impairment of health or death of persons. And for the damage resulting from this.
- damage to ***propert***y: damage caused by the damage, destruction, loss, contamination or soiling of movable and immovable property of another person. And for the damage resulting from this.

Conditions for your cover

- The damage must be the result of an act or omission that took place during your shift.
- You were not aware of this (possible) damage when you were registered.
- Someone has first identified you as being liable within the start and end dates of the group policy, and you reported this to us before the end date.

You are not insured for liability for damage that is not the result of damage to persons or property. We call this ***pure financial loss***. That is what the professional liability insurance is for.

Important: report the circumstances

Is there a situation where you think you may be held liable for damage to another person or property? Then you must report this to us as soon as possible. We call this a ***circumstance***. If you report a circumstance to us during the term of this cover, you are covered if a ***claim*** is made for damage caused by that circumstance, even if your cover has already expired.

2.2 How do we assess a reported claim or circumstance?

We assess claims according to the conditions, ***insured amount(s)***, any clause(s) and/or ***threshold*** that apply at the time we receive your report. This information is stated in the policy schedule.

If you report a circumstance, you must indicate:
- who will possibly hold you liable
- what the damage is
- the cause of the (possible) damage
- what you did to prevent or limit the damage

If you have provided this information correctly and if the circumstance is accepted by us, cover is provided if you are later found liable. This also applies if the cover has ended in the meantime. In that case, the cover that was in place when we received your report of circumstances will be used.

2.2.1 What if I am held liable more than once?

Are there several related claims against you? We consider these claims as one claim when they are caused by:

- the same act or omission;
- a continuous act or omission;
- acts or omissions with the same cause.

Have you reported multiple claims related to the same incident? Then we work on the basis of the cover that was applicable at the time you reported the first claim and we received that report.

2.3 What if you are held liable after the end of the cover?

Did the act or omission take place during the ***validity*** of the cover? Then you can invoke this cover up to a maximum of 1 year after the shift in which the damage was caused. Under the condition that the ***group contract*** is still in force.

2.4 Which situations are not insured (the exclusions)?

In some situations, your liability is never covered:

The situation	What do we mean by this?
1. Asbestos	You are not insured for liability for damage caused by asbestos.
2. Nuclear reactions	You are not insured for liability for damage in connection with nuclear reactions. This means every nuclear reaction in which energy is released, such as nuclear fusion, nuclear fission, artificial and natural radioactivity.
3. Criminal offence	You are not insured for liability for damage if you prepare, commit or participate in a criminal offence. It does not matter whether you were aware of it or not. By criminal offences we mean, among other things: - an offence under the terms of the Dutch Weapons and Ammunition Act; - an offence under the Dutch Opium Act; - For UK freelancers: an offence under the Offensive Weapons Act 2019, Criminal Justice Act 1988 and Prevention of Crime Act 1953 - For UK freelancers: an offence under the Misuse of Drugs Act 1971 or the Drugs Act 2005 - human trafficking; - trafficking in stolen goods; - change of identity of stolen vehicles (ringing); - storage or transport of illegal fireworks.
4. ***War***	You are not insured for liability for damage caused by war.
5. ***Intent***	You are not insured for liability for damage caused by or resulting from your intentional acts or omissions. ***Note***: Are you a general or limited partnership? Then with 'you' we mean a managing partner. Are you a legal entity? If so, 'you' refers to a director as defined in Book 2 of the Dutch Civil Code. (For UK freelancers: the Companies Act 2006)
6. Sexual behaviour	You are not insured for liability for damage caused by or in connection with sexual behaviour or conduct with sexual overtones of any kind.
7. Subcontracted work	You are not insured for liability for damage in connection with an accepted assignment that you have subcontracted for more than 50% to others.
8. Employer's liability	You are not insured for liability for damage: - of salaried subordinates

	- suffered by ***third parties*** caused by salaried subordinates.

Then there are the situations that are only covered by specific exceptions. These are:

The situation	What do we mean by this?	The exception(s)
9. Liability-increasing agreements and conditions	You are not insured for liability that arises from or is increased by a penalty, compensation, guarantee, indemnity or similar agreement or condition.	Are you just as liable without the agreement or condition? Then you are insured. Are you also liable without the agreement or condition, but to a lesser extent? Then you are insured for that lesser liability.
10. E-bikes	You are not insured for liability for damage with or caused by a registered E-bike.	However, you are insured if the E-bike: - has a maximum speed of 25 km/h; and. - is not subject to compulsory insurance, and - is well maintained (especially brakes and lights must be in good condition).
11. Aircraft	You are not insured for liability for damage caused with or by an aircraft.	Did you cause the damage as a passenger of an aircraft? Then you are insured.
12. ***Environmental degradation***	You are not insured for liability for damage to property caused by environmental degradation.	However, you are insured if: - the environmental degradation is caused by a good that has been delivered to another party by or under your responsibility; and - you have not carried out any work for that other party in connection with this delivery, such as installation or repair work; and - the damage is caused by a sudden and uncertain environmental degradation. (*Not* a slowly impacting process).
13. ***Motor vehicles***	You are not insured for liability for damage caused with or by a motor vehicle that you own, possess, keep, drive, use or allow to be used. It does not matter whether the damage is caused when participating in traffic commuting to or from a shift or when performing work.	However, you are insured if: **Trailer -** … the damage is caused by a trailer after it has become separated or detached from a motor vehicle and the trailer has come to a standstill outside traffic. **Passenger -** … you have caused the damage as a passenger of a motor vehicle. **Load -** … the damage is caused by a load on, in or on a motor vehicle, which falls or has fallen from the motor vehicle and it was not being loaded or unloaded at the time. This

		does not apply if the load is a dangerous substance. **Loading or unloading -** … the damage is caused by goods during loading or unloading in, on, from or of a motor vehicle. This does not apply if the load is a dangerous substance.
14. Delivery of goods or work carried out	You are not insured for liability for damage and costs: - to goods delivered by you or under your responsibility; - which are related to the complete or partial redoing of work performed by you or under your responsibility; - that are related to the yet to be performed work by you or under your responsibility; - which are related to the recall, replacement, repair or improvement of goods delivered by you or under your responsibility. ***Note***: With this exclusion, it does not matter who suffered the damage and who incurred the costs.	You are insured if: - the goods delivered cause damage to goods delivered by you (or under your responsibility) beforehand; and - the goods delivered do not fall under the same agreement as the goods delivered earlier. You are insured if the costs you incur are ***salvage costs*** (see Article 3.2.2). ***Note***: The provisions on 'supervision' under item 18 in this table continue to apply!
15. Supervision (goods belonging to others that are in your care)	You have limited insurance for liability for damage to goods belonging to a third party that is caused while you, or someone on your behalf, has custody of goods belonging to a third party. For example, if you manage, store, process, inhabit, rent, use, repair, transport, handle these goods or have them on loan. This also applies if the damage occurs later. The insurance covers your liability for damage to goods under supervision up to a maximum of €25,000 for each claim, caused during the time that you had these goods in your possession for the purpose of processing and/or treating them, or you were performing work on them. No more than €100,000 a year will be paid for this cover for all freelancers insured under the insurance.	You are covered in these situations: **Recourse** - You have been negligent; and - you have caused damage to goods by fire, explosion, water, steam, precipitation and/or extinguishing agents; and - this damage is recovered from you; and - you have not rented, leased, held in custody or loaned the damaged goods. **Means of transport** - There is damage to a means of transport; and - the means of transport is for loading or unloading on your premises or where you carry out work; and - you have not rented or borrowed the means of transport. **Trade fairs and exhibitions** - There is damage to a building or site; and - you were allowed to use the building or site for your

		participation in exhibitions or trade fairs. This also applies if you did not have to pay for the use of the building and/or grounds.
16. Vessels	You are not insured for liability for damage to property caused with or by a vessel that: - you own, possess, keep, steer, use or allow to be used; or - a non-subordinate, of whom you are the principal, uses to carry out activities for your company. ***Note***: for liability for damage to persons, you are insured in these cases.	However, you are insured if: - the damage is caused with or by a vessel without engine and with a water displacement of not more than 20m3; or - the damage is caused with or by a vessel with an engine of no more than 3kW or 4hp and whose water displacement does not exceed 20m3; or - you have caused the damage as a passenger of a vessel.

3. What are you entitled to?

3.1 Compensation for the damage

Are you liable for the damage that a third-party claims from you and does the damage fall under the cover of this insurance? If so, we will compensate that damage. When compensating the damage, we take into account the insured amount and the threshold. The threshold is €75 for each claim regarding goods belonging to others that are in your care.

3.1.1 The insured amount

When compensating the damage, we take into account the insured amount:

- for each claim, we compensate a maximum of the insured amount stated in the policy schedule.
- we compensate all claims by all insured parties within this group policy, which fall within one calendar year, to a maximum of the €10,000,000 per year.

3.2 What other costs do we compensate?

If you have to incur costs to prevent or limit damage, these may be compensated. We only compensate these costs if your liability would be covered by this cover. Below is an overview of costs that may be compensated.

Costs	**Compensation**	**Threshold applicable?**
1. Costs of defence	Have you been wrongly held liable? And is the damage covered by this cover if you were to be found liable? Then we (or someone appointed by us) can defend you against the person who has held you liable. The costs for this are compensated. ***Note:*** *If you defend yourself or engage someone to do so, these costs are not covered.*	No
2. Costs of taking measures to	Do you incur costs to prevent or reduce the imminent danger of damage for which you would be liable? We compensate these costs if the damage would otherwise be	Yes

	prevent or minimize damage	covered, even if damage occurs while taking these measures.	
3.	Costs of establishing liability and damage	If you incur costs in determining liability and damage with our approval, we will compensate these costs.	No
4.	Legal costs	We will compensate legal costs for actions carried out with our approval or at our request.	No
5.	Costs of a lawyer in a criminal proceeding	Are you charged in a criminal proceeding for a loss that falls under this cover? Let us know as soon as possible so we can determine whether we need to hire a lawyer to defend you. If we do, we will consult with you to determine which lawyer will be involved and we will compensate these costs. You are then obliged to be assisted by and cooperate with this lawyer. Has the court ruled against you? Then we can discuss whether or not to appeal.	No
6.	Costs of legal assistance	We compensate the costs of legal assistance you receive at our request.	No
7.	Statutory interest	If you have to pay legal interest on the claim of the injured party, we will compensate it if you are liable. ***Note****: If we only compensate part of the damage, we only compensate the interest on that part.*	Yes

Supplementary note: *We compensate these costs in total up to an amount equal to once the insured amount for each claim. This is separate from the damages determined.*

3.3 Compensation under other insurance policies

You are not insured for liability for damage that is covered by another insurance policy taken out by you or another party, whether or not it is of an older date. Nor do we compensate damage that is covered or would have been covered under the other insurance if the cover had not existed with us.

We do not reimburse the excess applicable to the other insurance. A claim may be covered by several insurance policies. We only compensate the damage which the other insurer does not reimburse because the damage is higher than the amount covered by that other insurer.

4. How do we assess damage?

After we have assessed your request for cover, you or your representative will receive a communication from us with our decision. We may decide:

- to reject your request for cover;
- to process the claim further.

The damage is compensated to the appropriate amount provided the claim is for an insured event and no exclusion in the policy apples, and you have provided us with the information we need to determine your claim.

We determine the damage in consultation with the injured party, or we have the damage determined by an expert whom we appoint. We can pay this compensation to you, to the injured party who claims compensation from you, or to another beneficiary.

We can also try to reach a compromise or an agreement with the injured party.

5. What do we expect from you when reporting a claim?

- You do what you can to prevent or reduce (further) damage.
- You report the damage as soon as is reasonably possible.
- You share with us the complete and accurate information/data we need to determine whether you are entitled cover.
- You follow instructions from us and our experts.
- You cooperate fully in handling the claim and the investigations.
- You do not do anything that harms our interests.
- You do not make any statements regarding payment or settlement, nor about guilt or liability.
- You let us know as soon as possible if criminal proceedings are brought against you. If we want to have you defended by a lawyer, we will engage one in consultation with you. You must give this lawyer all the cooperation requested.

If you do not comply with these obligations, your right to cover lapses.

6. What do we mean by ...?

Claim	A claim made against you for compensation for damage resulting from your acts or omissions.
Liability	If you cause damage to a person or their property, they can hold you responsible and you will be liable.
Salvage costs	The cost of measures to be taken to prevent or reduce imminent danger.
Group policy	The agreement entered into with Alicia Benefits B.V. It includes the conditions set out in this document, the general terms and conditions that apply and any special agreements (clauses).
Third party/parties	Anyone other than yourself.
Threshold	The threshold is a minimum amount for compensation for your damage. This means that you will receive compensation if the damage exceeds the threshold. Is the damage less than the threshold? Then you are not entitled to compensation.
Period of validity of the group policy	The period from the start date to the termination date of the group policy. The start date is shown on the policy schedule which Alicia Benefits B.V holds. On termination, a termination notice is sent to Alicia Benefits B.V. You will be notified of termination under the general terms and conditions.
Act or omission	The act or omission that gives rise to a claim. With this, we equate an event of loss that is for your expense according to the law or common opinion. Because you have a certain capacity. Think for example about the ownership of a building.
Holder	The person who has power at a certain moment over the motor vehicle of another person, for example a renter. This can be a person or a company, and that power can be direct or indirect.
Freelancer	A person who finds and accepts assignments through the (work) platform mentioned in the policy schedule. This person can be: - an independent professional without personnel or - a natural person
You	By ‘you’ we mean the freelancer registered with Alicia Benefits B.V.
Environmental degradation	The emission, escape, release or dumping of a liquid, gas or solid that irritates, contaminates, pollutes or spoils the soil and/or surface or underground water.

War	**Domestic disturbances** – organised violence in different places within a state. **Civil war** – An organised violent struggle between inhabitants of the same state, involving a large proportion of the population. **Armed conflict** – any case in which states or other organised parties fight each other, or one fights the other, by military means. This includes the armed action of a peacekeeping force of the United Nations. **Mutiny** – An organised violent movement of members of the armed forces directed against public authority. **Riot** – An organised local violent movement directed against public authority. **Insurrection** – organised violent resistance within a state, directed against the public authority
Motor vehicle	All motor vehicles as referred to in Section 1 Civil Liability Insurance (Motor Vehicles) Act. (For UK freelancers: s185 Road Traffic Act 1988 where a motor vehicle is a mechanically propelled vehicle intended or adapted for use on roads)
Circumstance	A fact or situation in which there is a serious threat that you will be designated as the liable party.
Intent	Intent is when you deliberately/intentionally act or omit to act against a person or property without the consent of the other. It is still considered intentional if the consequences were never your intention.
Damage	- damage to persons: injury, impairment of health or death of persons, and damage resulting from this; and - damage to property: damage, destruction, loss, contamination or soiling of property and immovable property of others, and the damage resulting from this.
Insured amount	The maximum amount that is paid out under an insurance policy or under a specific cover of that insurance. This is stated in the policy schedule.
Insured capacity	The activities carried out by you must fall within the insured capacity, that is, within a covered (work)platform shift.
We	Alicia MGA B.V. as Underwriting Agent of the risk carrier, that is mentioned on the policy schedule and on the certificate, or the risk carrier.
Property	An item of property is a tangible good belonging to someone or to which someone may have a right. That right may be, for example, a right of ownership or a limited right.
Pure financial loss	The financial loss that is not due to damage to persons or property.