Accident insurance for Freelancers

Terms & conditions

AICT23.4.1.5.2

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

Who is insured?
You, the Temper freelancer during the work you perform within the shift that is acquired through Temper.

Where are you insured? You are insured worldwide.

2. What are you insured for?

2.1 What is insured?

You are insured for certain consequences of an ***accident***, although a number of exclusions apply (read more about this in Articles 2.2 and 2.3). This insurance meets the demands and needs of a shift worker who requires insurance coverage in the event of an accident while on shift.

You receive a payment if you become ***permanently disabled*** as a result of an accident. Read more about this in Article 3 and 4.

Your surviving relatives receive a payment when you die as a result of an accident. Read more about this in Article 3.

The insured amount is a maximum of €25,000 in the event of death and €50,000 in the event of permanent disability.

You will also receive a reimbursement for certain costs that are the direct result of an accident. Even if you do not become permanently disabled or die as a result of this accident.
Read more about this in Article 3.3 and 3.4.

Important: reporting an accident

Has an accident happened? If so, report it to us as soon as possible. You can do this by calling +31(0)10 899 0432 or via claims@alicia.insure.

2.2 What is an accident?

An accident is defined as a sudden and unexpected external ***force***, which hits your body directly and unintentionally. A Doctor must be able to establish that an accident was the cause of your claim.

By accident, we also mean the situations below, but only if they have occurred suddenly, unexpectedly and unintentionally. In this case too, a doctor must be able to establish the cause of the injury.

Examples of an accident	Examples of what we do not consider an accident
1. You become poisoned because you suddenly and unintentionally ingest gases, vapours or substances.	You are not insured if you are poisoned by the use of medicines or if there is an allergic reaction.
2. You suffer internal injuries because you suddenly and unintentionally swallow, inhale or get a substance or object in your ears or eyes.	You are not insured if you sustain internal injuries as a result of an allergic reaction or from pathogens such as viruses and bacteria.
3. You sustain injury through exhaustion, starvation or dehydration because you are suddenly and unintentionally isolated.	-
4. You get a wound infection or blood poisoning from pathogens such as viruses and bacteria. ***Note:*** Only when it is the result of an insured accident.	You are not insured if the injury-causing accident would not be covered.
5. You are injured by sunburn, sunstroke, frostbite, drowning, suffocation, lightning or other electrical discharge.	-
6. You suffer complications or your injuries worsen because of the first aid you receive after an accident. ***Note:*** Only if the treatment was necessary after an insured accident. And only if it was prescribed by a doctor.	You are not insured if the injury-causing accident would not be covered.
7. You are injured when you become the victim of hostage-taking, hijacking or kidnapping.	You are not insured if this is caused or took place by War, or if you are or have been involved in criminal activities.
8. You are injured as a result of an accident caused by a disease.	You are not insured if this was caused by or happened as the result of a mental illness or a psychological condition.
9. Following a covered accident, you suffer wound infection, blood poisoning or further injury as a result of medical treatment	-

2.3 Which situations are not insured (the exclusions)?

Not all accidents are insured. The General Terms & Conditions already contain a number of situations in which you are not insured (see Article 7, 8 and 9 of the General Terms & Conditions). Below, you can find other situations in which you are never insured. You will then not receive any payment.

The situation	What do we mean by this?
1. Alcohol	You are not insured for the consequences of an accident if you had more alcohol in your breath, urine or blood than is legally permitted at the time and place of the accident.
2. Nuclear reaction	You are not insured for the consequences of an accident caused by a nuclear reaction. Irrespective of how the nuclear reaction occurred.
3. Professional sports	You are not insured for the consequences of an accident while training for or participating in a sport for which you are paid (i.e. professional sport), for example as a professional football player.
4. Deliberate recklessness ('***Risky enterprise'***)	You are not insured for the consequences of a risky enterprise, where life or body is recklessly endangered. An exception applies if performing this risky enterprise was reasonably necessary for your profession or if it is related to legitimate self-defence, an attempt to save people, animals or things or to stop imminent danger.

5. Dangerous sports	You are not insured for the consequences of an accident that occurs while practising a dangerous sport or activity. This means the sports and activities below and other sports and activities that are equally dangerous. - Mountain or glacier excursions that are normally not undertaken without a guide. - Diving - Dangerous (winter) sports such as: biathlon, bobsleigh, freestyle figure skating, skeleton, ski jumping behind motorised vehicles, ski jumping/flying, speed races, speed skiing and ice hockey. - Parachuting and hang-gliding. - High-risk sports, such as: big game hunting, rugby, bungee jumping and (oriental) combat sports including boxing and wrestling. - Skiing, sledging, ice hockey, boxing, go-carting or rugby matches. - Speed, record, performance and reliability races with motorised vehicles and vessels. - Motor, cycle or horse races.
6. Physical or mental abnormality	You are not insured for the consequences of an accident caused by a known physical or mental abnormality. However, you are insured if you have an accident caused by a sudden abnormality, for example a heart attack or stroke while driving.
7. Air traffic	You are not insured for the consequences of an accident while flying, unless you were a passenger on a commercial flight.
8. Medicines, drugs or similar substances	You are not insured for the consequences of an accident while under the influence of medicines, drugs and intoxicants, narcotics, stimulants or similar substances. You are insured if you used these substances on doctor's prescription, as long as you followed the instructions for use.
9. Crime	You are not insured for the consequences of an accident caused by you committing a crime or attempting to do so.
10. Intent	You are not insured for the consequences of an accident that you caused deliberately. You are also not insured if your beneficiary deliberately causes you to have an accident or if this happened with your permission. In other words, if you did or did not do something when you should have known that it would cause an accident, or if someone with a financial interest in you having an accident causes you to have one. The consequences of self-inflicted injury are never covered, such as suicide.
11. Psychological reaction	We do not pay out if an accident causes a psychological reaction, unless an exception applies (see Article 3.3.6).
12. Speed race	You are not insured for the consequences of an accident while taking part in or training for speed races. You are however insured if you did this on foot.
13. Fight	You are not insured for the consequences of an accident caused by a fight. However, you are insured if it concerns legitimate self-defence.
14. War	You are not insured for the consequences of an accident caused by war except during the first 14 days after the outbreak of acts of war in a country where you are staying at that time. If you or your surviving relatives can demonstrate that it was impossible for you to leave the country in question within 14 days, payment can be reconsidered. You are also not insured if an accident has occurred because you went to a country when it was known that a war was already present there.

3. What are you entitled to?

3.1 Basis for the cover

The insured amount is a maximum of €25,000 in the event of death and €50,000 in the event of permanent disability.

In the event of death due to an accident:
In the event of your death as a result of the accident, we will pay the insured amount for this section. If we have already made a payment for permanent disability for this accident, this payment will be deducted from the payment for death. Is the payment already made higher than the death benefit? Then we will not reclaim the difference.

In the case of permanent disability due to an accident:
The benefit is a percentage of the insured amount for the coverage 'permanent disability'. The percentage depends on the degree of permanent disability. The degree of permanent disability is determined as soon as, in medical opinion, there is an unchanging condition, at a time no later than three years after the accident. After this period, the degree of permanent disability will be determined on the basis of the existing disability at that time. You are not entitled to additional payments in the event of subsequent changes in the degree of disability. In Article 4 you can read how the benefit for permanent disability is determined.

In case of other costs due to an accident:
We also reimburse certain costs that are the direct result of an accident during your shift through Temp. Even if you do not become permanently disabled or die as a result of this accident. You can read which costs these are in art. 3.3 and 3.4.

3.2 Who do we pay?

The payment for permanent disability is made to you. Also the reimbursement for other costs we pay to you.

The payment for death is paid to your surviving relatives. If it turns out that in the absence of surviving relatives the state is entitled to the payment, we have no obligation to pay.

3.3 What other expenses do we reimburse as well?

You are entitled to reimbursement of these costs if there is an insured accident. Even if you do not become permanently disabled or die as a result of this accident.

Costs	**Fee**
1. Coma	If you fall into a coma as a result of an insured accident, we reimburse €65 for each day of admission, for a maximum of 10 weeks. This reimbursement is in addition to the reimbursement for hospitalisation (see Article 3.3.11).
2. Education costs	If you are permanently disabled as a result of an insured accident and re-education is necessary as a result, we reimburse the education costs you incur to re-educate for another professional activity, up to a maximum of €10,000.
3. Paraplegia or quadriplegia	In the event of paraplegia or quadriplegia, we will add the following payment to the payment for permanent disability: Paraplegia: €25,000 Quadriplegia: €50,000
4. Personal property	If, as a result of an insured accident, you sustain injury and damage to personal property (with the exception of damage to motor vehicles and vessels), we will reimburse the repair costs up to €1,000 for each event. If the repair costs are higher than the difference between the market value immediately before and after the damage, the difference is reimbursed (we will pay only an amount up to the market value immediately before the damage).

5. Plastic surgery	We reimburse plastic surgery to treat deformation, disfigurement or disfigurement which has occurred as a result of an insured accident. We only do this if a plastic surgeon says that there is a reasonable chance of improvement or recovery. If the treatment takes place within two years after the accident, we reimburse the costs for the operation or outpatient treatment, nursing in hospital, the prescribed medicines, bandages and other drugs. The reimbursement is maximum 10% of the insured amount for permanent disability (maximum €2,000 for each accident). If, as a result of this accident and after plastic surgery, you have permanent scars on your face, we reimburse a one-off extra payment of a maximum of 5% of the sum insured for permanent disability (maximum €2,000 for each event). This is only reimbursed if the treatment takes place within two years of the accident, and we have given permission for the treatment in advance.
6. Psychological assistance	In the event of death or permanent disability as a result of an accident or ***aggression***, an ***attack*** or an ***act of terror***, we reimburse for each occurrence the amount of the first five consultations with a psychologist, regardless of the number of ***treatments needed***.
7. Repatriation	If you die outside your normal country of residence as a result of an insured accident, we reimburse the costs of repatriation of the mortal remains up to a maximum of €12,000. This reimbursement is in addition to the insured amount for death. It is only granted if these costs are not reimbursed by another insurance policy or provision.
8. Dental costs	We reimburse the dental costs incurred as a result of an insured accident up to a maximum of €500 for each accident. These are costs such as the purchase, replacement or repair of a false teeth. Any reimbursement to which you are entitled under another insurance policy are deducted from this. The costs will be reimbursed after receipt of the relevant invoices and proof of any reimbursement you have received from another insurance company. This reimbursement will not be deducted from any other payment under this policy.
9. Return of personal belongings	If, as a result of an insured accident abroad, you die or are hospitalised for more than 72 hours, we reimburse the necessary costs of returning the personal and business belongings you were carrying up to a maximum of €1,500. We only do this if these costs are not fully or partially covered by another insurance policy.
10. Statutory interest	The payment for permanent disability is determined when the degree of disability has been established,. It is possible that we have not yet been able to make a payment two years after the accident and the claim because a stabilized condition could not yet be established. If it turns out later that the disability is permanent, we will pay the legal interest on the amount that is eventually due. This interest starts two years after the accident. The interest will be paid at the same time as the payment. We do not owe interest on an advance payment that has already been made.
11. Hospitalisation	If you are admitted to hospital as a result of an insured accident, we reimburse €75 for each day of admission (with a maximum of 104 weeks).

3.4 Compensation under laws or other insurance policies

You are not insured for costs that are covered:

- by law, regulation or under a provision;
- under another insurance policy held by you or another person.

A claim may be covered by several insurance policies. We only compensate the damage or costs which the other insurer does not reimburse because the damage or the costs are higher than the amount

covered by the other insurer. For example, insurance policies such as your health insurance policy for costs such as plastic surgery (Article 3.3.5), psychological assistance (Article 3.3.6), dental costs (Article 3.3.8), or travel insurance policy for costs such as repatriation (Article 3.3.7) or returning personal belongings (Article 3.3.9).

Nor do we compensate for damage or costs that are covered or would have been covered under the other insurance if you had not taken out the cover with us. We do not reimburse the excess that applies to the other insurance.

4. How do we determine the payment for permanent disability?

After we have assessed your claim, you or the surviving relatives will receive a notification from us containing our decision. We can:

- reject your request for cover; or
- make an offer for payment.

The damage will be compensated to the appropriate amount provided the claim is for an insured accident and no exclusion in the policy applies, and you or your surviving relatives have provided us with the information we need to determine your claim.

The degree of permanent disability is determined by a Doctor approved by us. If you fail to do so, your right to payment lapses, unless we agree otherwise. If you do not comply with this obligation, no rights can be derived from the policy.

4.1 The determination of the total percentage of permanent disability (the disability table)

The degree of permanent disability will be determined by the medical adviser appointed by us, the insurer. He or she will look at which functionality is affected and to what extent. You will then receive a payment according to the percentages mentioned in the table below: the disability table. These percentages are the part of the sum insured for permanent disability that you receive in case of complete loss or loss of function of a body part or organ, as a result of a covered accident.

Disability table:

Whiplash (post-whiplash syndrome) ***The consequences of a cervical acceleration-deceleration trauma ('post-whiplash syndrome') without medically established neurological or orthopaedic abnormalities.*** In the event of whiplash, no more than this percentage is ever paid, not even in the event of indications of deviations obtained through auxiliary research such as neuropsychological tests or vestibular research.	5%
Head Both eyes	100%
One eye	50%
Hearing loss both ears	60%
Hearing loss one ear	25%
One entire earcup	5%
Nose	10%
Smell or taste	5%
Power of speech	50%
Internal organ Spleen	10%
Kidney	20%

Lung	30%
Limbs	
Both arms	100%
Both hands	100%
Both legs	100%
Both Feet	100%
One arm or hand and one leg or foot	100%
Arm to shoulder joint	80%
Arm to wrist joint	75%
Hand to wrist	70%
One thumb	25%
One index finger	15%
One middle finger	12%
One of the other fingers	10%
One leg or foot	70%
One big toe	10%
One of the other toes	5%

It may happen that you do not lose the complete functionality of a body part or organ. In the event of partial loss or loss of function of one or more of the above-mentioned parts of the body or organs as a result of a covered accident, the payment percentage is determined in accordance with objective standards and, as far as possible, in accordance with the latest edition of the "Guides to the Evaluation of Permanent Impairment" by the American Medical Association (A.M.A.) and the guidelines of the Dutch Society for Neurology (NVN) and the Dutch Orthopaedic Association (NOV).

In the event of loss or permanent loss of function of several parts of the body or organs, the percentages are added up to a maximum of 100%. ***Note***, in the event of permanent disability resulting from an accident, no more than the sum insured (the sum at 100%) will be paid.

In the event of loss or loss of function of several fingers:

In the event of loss or permanent loss of function of several fingers of one hand, the percentages per finger are added up to a maximum percentage that applies in the event of loss or permanent loss of function of one hand (70%).

In the event of psychological reactions to an accident:

When determining the degree of permanent disability, the psychological reaction to the accident or the physical injury or permanent disability caused by it is never taken into account, even if that reaction could result in permanent disability to some extent.

For accidents not included in the table of disability:

For all cases of permanent disability that are not listed in the disability table, two percentages are established. The higher percentage is used to calculate the compensation. The first percentage is the degree of permanent disability without taking your profession into account, the second percentage is the degree of permanent incapacity to practise your profession.

In case of permanent disability before the accident:

Did you already have a form of permanent disability and is this worsened by an accident? Then this degree is determined and deducted from the permanent disability after the accident.

In the event of death before determining the benefit:

What happens if you die within three years of the accident (not as a result of an accident for which we would pay a benefit), while the benefit for permanent disability has not yet been determined? Then we will pay on the basis of the degree of disability that could reasonably have been expected if you had not died.

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

- You or the beneficiary/beneficiaries do what you can to prevent or reduce (further) damage.
- You or the beneficiary/beneficiaries share with us, as soon as reasonably possible, the complete and accurate information/data we need to determine whether there is a right to cover.
- You or the beneficiary/beneficiaries follow instructions from us and our experts.
- You or the beneficiary/beneficiaries cooperate fully with the handling of the claim and the investigations.
- You or the beneficiary/beneficiaries do not do anything that harms our interests.
- The accident must be reported to us as soon as reasonably possible, in the event of death no later than 48 hours before the cremation or burial.

If you do not comply with these obligations, we have the right not to pay the benefit or to pay only part of it.

If the accident is reported later, we may determine that there is still a right to a benefit if you or the beneficiary/beneficiaries demonstrate:

- that you suffered a covered accident; and
- that your permanent disability or death is a direct consequence of this accident; and
- that the consequences of this accident have not been aggravated by ***illness***, disease or infirmity or by an abnormal state of body/mind; and
- that the instructions of the attending physician have been complied with in all respects; and
- our interests have not been harmed by this late notification.

6. What do we mean by ...?

Attack	Any criminal action against you.
Aggression	Any unexpected, unprovoked attack, to which you have not thoughtlessly exposed yourself.
Nuclear reaction	Any nuclear reaction that releases energy, such as nuclear fusion, nuclear fission, artificial and natural radioactivity.
Beneficiary	You as a person are the beneficiary. You receive the compensation in case of permanent disability due to a covered accident. If you die as a result of a covered accident, the beneficiaries are your next of kin. This is often a spouse or legally registered partner. If you do not have a partner, payments will be made to the persons named in your will. If that information is also missing, payments are made to your legal heirs, but never to the state. See also: surviving relatives
Country of residence	The country where an Insured is registered in the population register and where he/she has a residence permit.
Doctor	A Physician (not being an Insured Person, a Relative of an Insured Person or an Employee of the Policyholder) who holds an accreditation as a medical specialist, issued in accordance with the European Union Medical Guidelines (or a foreign equivalent) or by another comparable recognised body and who specialises in assessing a patient's medical data.
Permanent disability	Permanent total or partial loss of function of any part or organ of your body, measured by objective standards.

Group policy	The agreement entered into with Alicia Benefits B.V. This includes the terms and conditions set out in this document, the general terms and conditions that apply and any special agreements (clauses).
Violence	An external event that causes injury or harm to someone, in this case to yourself.
Freelancer	A person who finds and accepts assignments through the (work) platform mentioned in the policy schedule. This person can be: - a self-employed person without staff, or - a natural person.
You	By 'you' we mean the freelancer during the work carried out through the (work) platform mentioned in the certificate.
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 inhabitants. **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 United Nations peacekeeping force. **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. **Rebellion:** Organised violent resistance within a state directed against public authority.
Surviving relatives	If you die, the benefit is paid to your surviving relatives. This is often a spouse or legally registered partner. If you do not have a partner, payments will be made to the persons named in your will. If that information is also missing, payments are made to your legal heirs, but never to the state. See also: beneficiary
Accident	A sudden physical force, independent of your will, from outside and immediately affecting you during the period of cover, which is directly and exclusively the cause of your death or physical disability. The nature of the injury must be objectively ascertainable medically.
Paraplegia	The permanent and complete paralysis of both legs, bladder and rectum.
Quadriplegia	Permanent and full paralysis of both arms and legs.
Acts of terror	All acts for political or terrorist purposes with malicious intent, such as sabotage, assault (laying bombs, car bombs or dropping devices or objects containing explosive or incendiary substances) or any other means that intentionally endangers the safety of persons. This also means any act committed by one or more persons, whether or not acting as agents of a sovereign power.
Risky enterprise	An activity that involves great risk or is dangerous.
We	Alicia MGA B.V. as Underwriting Agent of the risk carrier stated on the policy schedule or the risk carrier.
Risk carrier	Chubb European Group SE, Dutch branch office, Marten Meesweg 8, 3068 AV Rotterdam, KvK Rotterdam 24353249.
Hospital	An institution for the medical treatment of bedridden patients that: - has diagnostic and surgical facilities - has 24-hour nursing staff - is under the supervision of doctors - is not a nursing home, rest home, old people's home or psychiatric institution (including for day care), sanatorium or clinic for the treatment of alcohol or drug addicts, even if it is on the same site.

Illness	Any deterioration in a person's state of health.