Temporary total disability insurance for freelancers

Terms & conditions

AICT23.5.1.5.2

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 and conditions for group insurance (AICT23.1.1.1.1) constitute the terms of coverage of this insurance.

Who is insured?

Notwithstanding Article 1 of the General Conditions, you are an insured freelancer under this group scheme only if you are connected to the Temper platform **and**

- are over 18 years of age but under 70 years of age, and
- live in the UK, and
- have worked more than 10 shifts through Temper and your last shift worked was not more than three months before the date you claim under this insurance.

If you deregister yourself as a freelancer from Temper and delete your account, your participation in this group scheme ends.

Where and when are you insured?

You are insured worldwide.

2. What are you insured for?

2.1 What is insured?

You are insured for loss of income when you are fully incapacitated for work due to illness or **accident**. The cause of the incapacity for work must be ***medically objectively*** established before there is coverage.

Psychological complaints are only insured if they result from injuries sustained in a covered accident.

We do not regard pregnancy as incapacity for work and therefore it is not insured. However, you can be fully incapacitated for work if your illness has arisen due to or in connection with your pregnancy. In that case, there is coverage under this insurance.

Fully incapacitated for work means that you are physically unable to carry out your job and are also not physically able to independently attend lectures and other classes of your course or training.

To determine fully incapacity for work, we look at the job you most frequently performed in the shifts hired through Temper during the three months before your incapacity for work.

Do you have a medical condition at the time you become insured under this group insurance but are not fully incapacitated for work as a result? Then you are only fully incapacitated for work if this medical condition unexpectedly deteriorates to such an extent that you are no longer able to carry out your job at all. That deterioration is medically objective.

2.2 What situations are not insured (the exclusions)?

Our General Conditions list a number of situations that are not insured (see Article 7, 8 and 9 of the General terms and conditions). In addition, you are also not insured if your incapacity for work arises or worsens:

- due to intent, gross negligence or ***deliberate recklessness*** on your part, we mean that you are not insured for the consequences of an accident that you caused deliberately or that happened with your permission. In other words, if you did or did not do something when you should have known it would cause an accident.
- because you were under the influence of alcoholic beverages, i.e. if the alcohol level is higher than legally permitted at the time and place of any relevant accident,
- because you were under the influence of intoxicants, stimulants or tranquillisers, unless you use these substances on express medical prescription, and you have complied with the prescriptions.
- because you deliberately injure yourself or attempt suicide,
- while training for or participating in a sport for which you are paid, e.g. as a professional footballer,
- when committing, co-committing or attempting to commit a crime,
- due to a **nuclear reaction** irrespective of how it arose,
- due to or during serious conflicts (**war**).

3. What are you entitled to?

3.1 How do we determine your entitlement?

Preferably report your incapacity for work preferably on your first day of incapacity but in any case as soon as reasonably possible via the Temper app or via the Temper-Alicia Benefits website.

If there are special circumstances preventing you from reporting your incapacity on the first day of incapacity, we will take the start date of your medical treatment by a ***doctor*** as the first day of incapacity.

Alicia will contact you within one working day of your report.

Depending on your personal situation, we may engage expert counselling. This expert will have an intake interview with you and, if necessary, schedule an appointment with a doctor. During counselling, the expert assumes that you would like to get back to work as soon as possible.

If you become fully incapacitated for work, go and see a doctor as soon as possible and ask for a written declaration of illness or incapacity for work. This declaration is written in Dutch or English. Send us a copy of the declaration.

Coverage exists if it meets the agreements, which we have made with each other for this cover and that are listed on the policy schedule and in the insurance conditions.

As long as you are fully Incapacitated for work, you may not perform any paid or unpaid work at all. If it turns out that you do not comply with this provision, we may recover from you any benefits paid to you and expenses incurred for the Personal Health Coach and Personal Injury Assistance services.

3.2 What is your benefit?

If you are covered under this insurance (see article 1), you will receive a benefit for the number of days you are fully incapacitated for work. We assume 7 working days a week with 365 working days a year.

A ***waiting period*** of 14 days applies. You will not receive any benefit during this period, which starts from the first day you report your incapacity on the Temper app or on the Temper/Alicia Benefits

website. However, in consultation with us, you can use the Personal Health Coach service from day one.

The coverage percentage is 70% of what we calculate would have been your average daily wage for each day you are fully incapacitated for work.

The formula for the benefit is:

number of days fully incapacitated for work x average daily wage x coverage percentage

The average daily wage is calculated on the basis of the average invoice value of all your shifts in the three full calendar months before you reported sick.

The formula for the average invoice value is:

$$\frac{\text{total invoice value of all your shifts in the 3 full calendar months before your sickness report}}{3}$$

If you have been registered as a freelancer with Temper for less than three months, the formula for the average invoice value is:

$$\frac{\text{total invoice value of all your shifts in the period worked before your sickness report}}{\text{registered period in months}}$$

Your average daily wage is:

$$\frac{\text{average invoice value x 12 months}}{365 \text{ days}}$$

The benefit will be transferred to you monthly for a maximum of 12 consecutive months.

3.3 When do we pay your benefit?

After the right to compensation has been established, you will receive your benefit once a month in arrears, within 10 working days after the end of the month.

3.4 What is the duration of the benefit?

You will receive the benefit for a maximum of 12 months. Your benefit stops:

- when you are not fully incapacitated for work anymore.
- when the maximum benefit period (12 consecutive months) has expired.
- one month after you die.
- if you are in prison (whether following a conviction or pending trial) or detained under mental health legislation.

You may not transfer your right to benefits to another person.

If you become fully incapacitated for work again due to the same cause within three months after recovery, the periods of incapacity for work together count as one period. No new waiting period then applies. A ***doctor*** assesses whether the same cause is present.

If the group scheme is terminated, we will settle your current benefit until the end of the benefit.

3.5 What else are you entitled to?

If you are insured under this policy (see Article 1), you are also entitled to:

Personal Health Coach

- **Mental health coach**
  You will have access to a team of psychologists, who will give you a better understanding of your mental health condition and treatments that could help you. They will also guide you further in finding the right support.
- **Medical second opinion**
  After a diagnosis has been made, you can ask for a second opinion about treatment options or the need for surgery. You will receive personal counselling during this process, for example in gathering all relevant information, analysing documents and drafting key questions.
- **Medical consultation**
  You can ask all your health questions online and get answers to them from a doctor.

Personal Injury Assistance

You can make use of direct, practical support if, for a period of at least for 48 hours, you are:

- unable to work at all, and
- are unable to carry out at least one ***daily action***.

An expert will assess your situation with you and your expenses for practical support will be reimbursed.

This support is reimbursed up to a maximum of €1,000 for each application. You can apply for a maximum of once a year.

Bereavement leave

If your partner, child, stepchild, parent, brother or sister dies, you are entitled to a one-off compensation of €500 for bereavement leave. To make this payment to you, we need a copy of the death certificate.

You are also entitled to this compensation in the event of the loss of an unborn foetus or stillborn baby, if your pregnancy was 13 weeks or longer. To make this payment to you, we need proof of the end date of the pregnancy.

Birth/adoption leave

On the birth or adoption of your child, you are entitled to a one-off compensation for birth leave of €500. To make this payment to you, we need a birth certificate or adoption certificate.

Damage to 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. Even if you are not (fully) incapacitated for work due to this accident.

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).

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

- You report your incapacity for work as soon as reasonably possible via Temper's app or the Temper-Alicia Benefits website.

- You do what can to prevent or reduce further loss.
- You share with us as soon as reasonably possible the complete and accurate information/data we need to determine whether there is right to coverage.
- You follow instructions from us and our experts.
- You cooperate fully with the handling of the claim and the investigations.
- You do not do anything that harms our interests.
- You must share your medical data with the doctor or expert engaged as delegate of the doctor to be entitled to a benefit. If necessary, the doctor may ask you for authorisation to request this data from your medical practitioners.
- You make every effort to promote your recovery and show the doctor proof of this when asked.
- You cooperate in recovering loss from a liable third party if your incapacity for work was caused by that other person.

If you think you are able to perform work, you must report this to us immediately. The engaged expert or doctor may also indicate to you that, in the expert's/doctor's opinion, you are able to perform work.

In case of doubt or disagreement, you can ask for a second opinion from another doctor. The costs of this second opinion are at your own expense.

If you do not comply with the obligations in article 4, we have the right not to pay the benefit or to pay only part of it.

5. What do we mean by ...?

Accident	A sudden physical force, independent of your will, from outside and immediately affecting you during the duration of the cover, which directly and exclusively causes your incapacity for work. The nature of the injury must be objectively ascertainable medically.
Daily act	An act you perform in ordinary life, such as getting out of bed, dressing and undressing, eating, drinking, taking medication, moving and walking, talking
Deliberate recklessness ('risky enterprise')	You are not insured for an activity involving high risk or danger (or 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, attempt to save people, animals or property or to stop an imminent danger.
Doctor	A Physician (not being a relative of yours) who holds an accreditation as a medical specialist, issued in accordance with the European Union Medical Directives (or foreign equivalent) or by another comparable recognised body and who specialises in assessing a patient's medical data.
Freelancer	A self-employed person who finds and accepts assignments through Temper.
Illness	Any deterioration in a person's state of health
Medically objective	Medically objective means a medically recognised diagnosis that multiple doctors would recognise and where there would be agreement between doctors on the diagnosis.
Nuclear reaction	Any nuclear reaction that releases energy such as nuclear fusion, nuclear fission, artificial and natural radioactivity.
Partner	Your spouse or civil partner.

Risk carrier	Chubb European Group SE, Dutch branch office, Marten Meesweg 8, 3068 AV Rotterdam, KvK Rotterdam 24353249.
Waiting time	The first 14 days after you report to us that you are fully incapacitated for work. You do not receive any benefit during this period. However, you will be eligible to receive counselling from the first day.
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.
We	Alicia MGA B.V. as Underwriting Agent of the risk carrier stated on the policy schedule or the risk carrier.
You	By you we mean the freelancer registered with Alicia Benefits B.V.