

Group Personal Accidental Insurance

Effective from August 1, 2024

團體意外人身保險

2024年8月1日起生效

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## 1. Introduction 簡介

This booklet outlines the insurance coverage and claims procedures for the Insured ("foodpanda" or "Company") and the independent contractors of foodpanda ("Courier") within Hong Kong. The details shown in this booklet are only a summary as provide by foodpanda and do not override or alter the terms of the Group Personal Accident Insurance ("Cover" or "Policy"). The full terms and conditions are contained in the policy documents and it is essential that you read these carefully, with particular attention to the exclusions.

The Cover is provided to you free of charge. The Cover is designed to provide protection to you if you have an accident and suffer bodily injury during the Period of Insurance either on foot or when using your vehicle.

In the event of any discrepancy between English text and Chinese text, the English text shall prevail.

本手冊為foodpanda ("公司")及其獨立承包人("送遞員") 在香港的保險扼要, 並簡介其保障範圍及索償程序。本手冊只供作總結之用, 一切條款以團體意外人身保險("保險")保單為準。完整的條款包含於保單中, 請仔細閱讀並留意不承保事項。

你毋須支付此保險的費用。此保險旨在為你提供在受保期間走路或在你的交通工具上遇上意外受 傷的保障及援助。

# 2. Coverage Information 保障內容

# a. Highlight of Coverage 計劃特點

This insurance coverage applies to all Couriers who are

- 16 85 years of age, and
- holding a valid Independent Contractor Service Agreement with foodpanda to undertake deliveries in Hong Kong and owning an effective Independent Contractor account at foodpanda, and
- permitted to work in Hong Kong, and
- legal resident in Hong Kong

Against any accidental loss sustained while the Couriers are

- (a) performing their duty (i.e. being online in the Insured's app , available to receive orders and not providing services to third parties) and/or
- (b) pre-work commuting to and post-work commuting from the specified delivery zone as agreed (i.e. up to one hour before and one hour after Couriers' performance of their duty), subject to the following conditions.

# Conditions

- 1. This Policy will not cover any third party's unauthorized use of the account on the rider app without prior consent and authorization from the Insured.
- 2. All sessions must be reserved before the time of an accident.
- 3. Coverage for pre-work commuting periods is not applicable to the Couriers under the Free Login Model.

## Pre-work commuting period

Pre-work commuting period shall mean the period in which the Couriers are on their way to the specified delivery zone as agreed under the Reserved Session Model with the sole intention of

attending a reserved session. Coverage shall commence one hour before the start time of the reserved session or actual session under the Reserved Session Model, whichever is later, and ceases at the start time of the reserved session or actual session, whichever later, provided that the Courier is not providing services to third parties during such period.

## Post-work commuting period

Post-work commuting period shall mean the period in which the Couriers are on their way home after finishing the actual session time slot. Coverage shall commence at the finish time of the actual session (i.e. when the Courier was last online and available to receive orders during the actual session), and ceases at one hour afterwards, provided that the Courier is not providing service to third parties during such period.

## Free Login Model

Under this model, Couriers are not required to reserve a session generated by the system. Given that the Couriers are in the designated area of a delivery zone, the Couriers have to click the "Start Working" button in the rider app, and the delivery zone is operating, the Couriers shall be ready to receive orders and their status shall be "ONLINE".

### Reserved Session Model

Couriers who have subscribed to this model shall reserve a session generated by the system before attending it. The sessions are generated by the system and published to Couriers in batches every week.

### 本保險適用於所有合附以下條件的送遞員:

- 年齡介乎 16 至 85 歲的;及
- 持有有效的foodpanda獨立承包人服務協議及承諾向foodpanda在香港提供送遞服務, 並持有已生效的foodpanda送遞員帳戶;及
- 合法獲准在香港工作;及
- 是香港合法居民

#### 保障於送遞員以下情況生效:

- (a) 提供送遞服務時(i.e. 在rider app 上線、可接收訂單及並非正在向第三方提供服務);及/或
- (b) 往返于指定的送遞區域途中,即上線前通勤時間及下線後通勤時間(惟不多於送遞員提供送遞服務前後的一小時,且受以下條件約束)。

#### 其他條件:

- 1. 任何第三方在未經 foodpanda 事先同意和/或授權的情況下擅自在rider app 上使用他人賬戶, 均不在此保障計劃範圍內。
- 2. 所有送遞時段必需在意外發生前被提取。
- 3. 「上線前通勤時間」不適用於使用「自由上線模式」的送遞員。

「上線前通勤時間」是指在「預約上線模式」下,送遞員以出席已提取的送遞時段為唯一目的前提下,前往指定送遞區域途中的時段。「上線前通勤時間」的保障範圍始於已提取的送遞時段開始時間或實際送遞時段開始時間(以較晚者為準)的前一小時,到已提取的送遞時段開始時間或實際送遞時段開始時間(以較晚者為準)為止,前提是送遞員在此期間不向第三方提供服務。

「下線後通勤時間」是指送遞員完成實際送遞時段後回家路上的時段。「下線後通勤時間」的保障範圍始於送遞員在實際送遞時段內最後一次上線並能接單時,到實際送遞時段完成後的一小時為止,前提是送遞員在此期間不向第三方提供送遞服務。

「自由上線模式」是指在此上線模式下,送遞員無需預先提取由系統建立的送遞時段。當送遞員身處指定送遞區域,並且該送遞地區正在營運中,送遞員在rider app 按下「開始送遞」按鈕,送遞員即進入準備接受訂單及「已上線」狀態。

「預約上線模式」是指使用此模式上線的送遞員需要在上線送遞前預先提取由系統建立的送遞時段。送遞時段由系統建立並於每星期按分批開放予送遞員提取。

## b. Cessation of Coverage 保單承保期限將會中止

If either foodpanda or the Courier terminates the Independent Contractor Service Agreement 倘若公司或送遞員終止服務協議

If the Courier violates foodpanda's guidelines and has been banned from delivering 倘若送遞員違反了foodpanda的指引並被禁止送遞

# c. Benefit Table 保障表

Benefits <b>保障項目</b>	Max Claim Amount (HK\$) 最高賠償額(港幣)
Accidental Death & Permanent Total/Partial Disablement 意外死亡及永久完全或部份傷殘	\$510,000 Per Insured Person
Upon death or disablement due to an Accident, the Insurance Company will pay the lump sum amount in accordance with % of disablement. 倘若送遞員不幸遇上意外而引致死亡或傷殘,可根據右列保障額按損傷百分比獲得賠償。	每受保人 \$510,000
Accident Death due to Assault, Murder or Robbery 因毆打、謀殺或搶劫而引致死亡	\$23,000 Per Insured Person
In addition to the benefit payable under Accidental Death & Permanent Total/Partial Disablement, if the Bodily Injury is caused by Assault, Murder or Robbery, the Insurance Company will pay up to a Benefit up to HK\$23,000. 倘若送遞員不幸因毆打、謀殺或搶劫而引致死亡,可獲額外賠償港幣23,000。	每受保人 \$23,000
Accidental Medical Expenses 意外醫療開支	\$120,000 Per Insured Person
In the event that the Courier is injured due to an Accident incurring medical expenses, the Insurance Company will reimburse the cost of medical, surgical or other remedial attention or treatment given or prescribed by a doctor and/or hospital connected with a valid claim. 倘若送遞員不幸因意外受傷而產生醫療開支,其醫生及/或醫院處方或提供的醫療、手術或其他補救性醫療或治療而產生的醫療開支將可按保單條款獲得賠償。	每受保人 \$120,000
Accidental Hospital Income 意外住院津貼	\$400 per day Up to 30 days
In the event that the Courier is injured due to an Accident and required to be hospitalized, the Insurance Company will pay the benefit HK\$400 for each day the Courier stays in hospital, up to 30 days. 倘若送遞員不幸因意外受傷而需住院接受治療,每天住院可獲賠償港幣 400,以30天為上限。	每天 \$400 以30天為上限

# Temporary Total Disablement 暫時完全傷殘

If the Courier is totally disabled and the disablement prevents the Courier from engaging in or attending the Independent Contractor service, the Insurance Company will pay a Benefit up to HK\$3,900 per week (each & every 7 days) or max. 75% of Basic Weekly Service Fee (whichever is the lower, subject to an excess period of the first 7 days; benefit period up to 5 weeks).

送遞員若因意外而導致暫時性完全傷殘,不能履行其送遞業務時,期間將可按保單條款獲得賠償;每周可賠償港幣3,900(每隔7天)或每週保額不得超過送遞員平均每週服務費的75%,(賠償以較低計算為準;首七日不作賠償。賠償將由喪失送遞能力後第8天起計,最高賠償限期為5週)。

\$3,900 per week Up to 5 weeks

每星期 \$3,900 5個星期為上限

# Funeral Expense 殯葬開支

As a result of an Accidental death of the Courier, the Insurance Company will reimburse the expenses on funeral arrangement. 賠償倘若送遞員不幸因意外導致死亡所涉及的殮葬費用。

\$23,000 Per Insured Person 每受保人 \$23,000

# Dependent Child Tuition Benefit 供養子女教育

As a result of an Accidental death of the Courier, the Insurance Company will pay the Courier a lump sum subsidy for the education of the surviving child, maximum HK\$190,000. 倘若送遞員不幸因意外導致死亡,可獲補助供養子女教育港幣 190,000。

\$190,000 Per Insured Person

每受保人 \$190,000

## Coma Benefit 昏迷賠償

If the Courier sustained bodily injury due to an Accident which directly causes or results in a comatose state for at least 14 days, the Insurance Company will pay the Courier HK\$3,000 per week for the unconscious stage, up to 26 weeks.

倘若送遞員不幸因意外損傷直接導致持續昏迷至少14天, 昏迷期間可獲賠償每星期港幣3,000, 最多26星期。

\$3,000 per week up to 26 weeks

每星期 \$3,000 26個星期為上限

Damage to Personal Belongings due to Assault 因襲擊而引致個人物品損失  The Insurance Company will reimburse the Courier for loss of or damage to personal belongings as a result of an unprovoked assault.  倘若送遞員不幸因遭受無端襲擊而導致個人財物損失或喪失,可獲賠償。	\$3,000 Per Insured Person 每受保人 \$3,000
Reconstructive or Cosmetic Surgery 重塑或整容手術開支  The Insurance Company will reimburse the expenses for reconstructive or cosmetic surgery necessitated by an Accidental injury.  倘若送遞員不幸因意外損傷而需要進行重塑或整容手術,可獲賠償。	\$38,000 Per Insured Person 每受保人 \$38,000
Accidental Loss of Teeth 意外損失牙齒 The Insurance Company will reimburse the expenses for loss of sound and natural teeth resulting from an Accidental injury. 倘若送遞員不幸因意外損失健全及天然的牙齒,可獲賠償。	\$1,500 Per Insured Person 每受保人 \$1,500

## d. How to Make a Claim 如何提出索償

To make a claim, you should complete the incident report form, or contact the Claims Team via the following contact details within 30 days. You may be asked to supply further information.

如需提出索償, 閣下必須於意外發生後30天內填妥理賠申請書或用以下方式聯絡索償管理員。稍後閣下可能需要提供進一步資料。

Tel 電話: +852 2968 3221

Email 電郵: foodpanda-claims@marsh.com & hk claims@awac.com

Operating Hours 工作時間: Mondays to Fridays 9:00a.m. to 5:30p.m. 星期一至五早上九時至下午五時三十分

Website 網址: <a href="http://foodpanda.map.marsh.com">http://foodpanda.map.marsh.com</a>

Please take reasonable care to provide true, complete and accurate answers to any questions asked in the claim form. If the information provided by you is not complete and accurate:

閣下必須慎重地提供真實、完整及正確的資料。倘若閣下未能提供真實、完整及正確的資料:

- a) we may refuse to pay any claim, or; 本公司或拒絕提供任何賠償, 或;
- b) we may not pay any claim in full, or; 本公司或不會全數賠償. 或:
- c) the extent of coverage may be affected. 保障範圍或受影響。

If you become aware that information you have given to the Insurance Company is untrue, incomplete or inaccurate, you must inform the Claims Team immediately.

閣下一旦發現提供予保險公司的資訊不真實、不完整或不正確,必須立即通知索償團隊。

## e. Major Exclusions 主要不承保事項

The Insurance Company shall not be liable in respect of Bodily Injury, death, loss resulting directly or indirectly from 保險公司不承保因以下原因而直接或間接引致或造成或與以下事故相關之任何受傷、死亡、損失或責任

- a) you committing or attempting to commit suicide or intentionally inflicting self-injury; or 閣下作出自殺行為或任何企圖自殺的行為或蓄意自殘身體: 或
- b) violation or attempted violation of the law or resistance to arrest; or 抵觸或企圖抵觸法律或拒捕:或
- c) you flying or taking part in any other aerial activities except whilst travelling as a passenger in an aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft; or

閣下進行任何航空或其它空中活動,以乘客身份而非機師或機組人員乘搭航班且非在飛機上 進行任何貿易或技術操作除外:或

- d) you engaging in any sports in a professional capacity or where you would or could earn income or remuneration from engaging in such sports; or 閣下從事任何職業運動,或將會或能夠透過從事該運動賺取收益或報酬;或
- e) war or acts of terrorism or engaging in active war; or 戰爭或恐怖襲擊引起或參與戰爭引起;或
- f) strike or riot. 罷工或暴動。

This is not a complete list of exclusions. Please read your policy or certificate of insurance carefully for a full listing of exclusions. In the event of any discrepancy between English and Chinese texts, the English text shall prevail. If you have any questions, please contact your insurance consultant or Allied World Assurance Company Limited ("Insurance Company").

以上不承保事項僅屬簡概, 詳情請參閱你的保單或保險證書之不承保事項原文。如中英文文本有任何差異, 一概以英文文本為準。如有疑問請向你的保險顧問或世聯保險有限公司("保險公司")查詢。

## 3. Important Notes 重要事項

The following conditions should be adhered to. If you fail to do so and affect the ability of the Claims Team to fully assess the claim or keep our losses to a minimum, Insurance Company may not pay the claim or any payment could be reduced.

閣下必須遵從以下條件, 倘若未能遵從或影響索償管理員作出完整評估或將損失降至最低, 可導致保險公司拒賠或扣減賠償金額。

- a) You consult a doctor as soon as possible after an accident. 閣下於發生意外後盡快求診。
- b) All claims must be reported to the Claims Team as soon as possible, but in any event within 30 days of an accident. If a claim is not reported within 30 days, it may be declined, or you must provide a valid reason for the delay. 閣下應盡早向索償管理員提出所有索償,惟於任何情況下一概不可逾意外發生後三十(30)天。倘若未能於三十天內提出,索償或將不獲受理,除非閣下能提供逾期索償的合理理由。
- c) You must complete a claim form (in full) which will be provided by the Claims Team and provide, at your own expense, any information and assistance which the Claims Team may require in establishing the amount of any payment due under the insurance. 閣下必須完全填妥由索償管理員提供的索償表格,並需自費提供索償管理員在確認任何賠償金額時要求的任何資訊或協助。
- d) The Claims Team must be allowed to access your medical reports. 索償管理員必須獲得允許查閱閣下的醫療報告。
- e) You must attend a medical examination if this is requested by the Claims Team. 閣下必須按索償管理員要求進行醫療檢查。
- f) For any claim regarding disablement, you must provide evidence of your incapacity and provide a medical report from a doctor. We may request further information depending on the claim.
  图下必須就傷殘的索償提供完全喪失行為能力的證據及醫療報告。我們或就該索償要求閣下提供更多資料。
- g) For assault coverage, you will need to provide, at your own expense, a copy of the Police Report and crime number. 閣下需就襲擊賠償自費提供報案報告以及報案編號。
- h) The Insurance Company will pay in accordance with the policy conditions. It is up to you to take care of any potential taxation requirements.

  保險公司將依據保單賠付閣下的索償。閣下可按個人需要處理有關稅務事宜。