



# Insurance and Assistance Qonto Business Mastercard

Policy No. 4.091.950-002

**Information notice**

**Compliant with Article L.141-4 of the French Insurance Code**

**Terms and conditions valid from November 1<sup>st</sup>, 2023**

## **The Policyholder:**

The Card issuer, **OLINDA SAS**,

A simplified joint stock company with share capital of €296,517.71, registered with the Paris Trade and Companies Register under number 819 489 626 and having its registered office located at 18 rue de Navarin 75009 Paris, authorised by the Autorité de Contrôle Prudentiel et de Résolution ("ACPR"), located at 4, place de Budapest - CS 92459, 75436 PARIS CEDEX 09 as a Payment Institution under number [16958].

## **The Insurer:**

**AIG Europe S.A.**,

Insurance Company registered in Luxembourg (Trade & Companies Register No. B 218806) having its registered office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe SA is authorised by the Luxembourg Ministry of Finance and supervised by the Commissariat aux Assurances 11, rue Robert Stumper, L-2557 Luxembourg, Grand Duchy of Luxembourg, Tel: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu>.

Branch Office for France: Tour CBX, 1 Passerelle des Reflets, 92400 Courbevoie - Nanterre Trade and Companies Register 838 136 463.

The marketing of insurance policies in France by the French branch of AIG

Europe SA is subject to the applicable French regulations, under the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.

## **Through the intermediary of:**

**Qover SA/NV**,

Having its registered office at 31, rue du Commerce - 1000 Brussels, RPM 0650.939.878, is an unaffiliated insurance agent, registered with the register of insurance intermediaries maintained by the financial services and markets authority, under no. 0650.939.878.

**This English translation is not contractual and is provided for information purposes only.**

**In the event of a dispute, the original French language policy wording shall be solely applicable and prevail over this translation. Accordingly, this translation should not be relied upon and any disputes arising in connection with the insurance cover granted will be resolved purely by reference to the original French language wording and the meaning of the terms used therein.**

The cover concerned by this notice apply to holders of bank cards of the "MASTERCARD Business PLUS" range, issued by the subscriber, and are directly attached to the validity of said cards. However, the declaration of loss or theft of cards does not suspend cover.

This information notice consists of a "Part 1 – Insurance", a "Part 2 – Assistance" and a "Part 3 – Common Provisions for Insurance and Assistance".

## Part 1 – Insurance

### Access conditions

Unless otherwise stipulated, the benefit of the cover may only be triggered if the insured service or property insured was paid, in whole or in part, by means of the Card after November 1<sup>st</sup>, 2023 and before the occurrence of the Claim.

**For further information, please refer to the "Insurance" section of the Qonto website.**

## 1.1 – Common Definitions – Insurance Part

For the proper understanding of what will follow, all the terms that appear underlined and with the first letter capitalised in the body of this PART 1 – INSURANCE, not otherwise defined, are defined below:

### Cardholder

The individual who holds the Card, residing in a European Union country.

### Accident

Any unintentional bodily injury suffered by the Insured resulting from the sudden action of an external cause and medically recorded.

### Card

The "Mastercard Business PLUS" card issued by the Policyholder and to which the cover is attached.

However, any Cardholder who holds several "MasterCard" cards of the business range automatically benefits, both for him/herself and for the other Insured, from the broadest cover, regardless of the card used for payment.

The same applies to the dynamic virtual card, which does not in any way alter the cover attached to the card to which it is linked.

If a service is paid by the Cardholder of a "MasterCard" card on behalf of other holders of a "MasterCard" card of the business range, the cover applied to them shall be that of the card they hold.

### Spouse

The spouse is either:

- a spouse not physically or legally separated and not divorced from the Cardholder,
- a common-law partner living with the Cardholder,
- a person who has entered into a valid civil union (PACS) with the Cardholder.

Proof of the common-law status shall be provided by a recognised certificate drawn up by a notary prior to the date of the Claim or, failing that, by tax notices containing the same address or other supporting bills in both names prior to the date of the Claim.

Proof of the PACS (*Pacte Civil de Solidarité*) will be provided by the certificate issued by the competent authority or by the birth certificate attesting to the civil partnership formed prior to the date of the Claim.

### Force majeure

Force majeure shall be deemed to have occurred when any unforeseeable, overwhelming and external event makes the execution of the policy impossible, in absolute terms, in accordance with Article 1218 of the French Civil Code.

### Deductible

Fixed sum set by the policy that is borne by the Insured in the event of compensation following a Claim. The deductible may be expressed in currency, hours or days.

### Claim:

This is the occurrence of an event having caused damage and that could entail the application of cover referred to in this Information Notice.

The date of the claim is the date on which the event which gave rise to the damage occurred, i.e. the cause of the damage.

### Third Party

Any person other than:

- the Cardholder and his/her Spouse,
- their ascendants and descendants,
- employees paid or not by the Insured, in the performance of their duties.

## 1.2 – Special Provisions – Insurance Part

### Chapter I – Travel

#### Special definitions

In addition to the definitions in Section 1.1 “Common Definitions – Insurance Part”, all terms that appear underlined and with the first letter capitalised in the body of this Chapter have the meaning given to them below.

In the event of a contradiction between the definition of the same term in this Chapter and in Section 1.1, the definition in this Chapter shall prevail.

#### Insured

- the Cardholder,
- his/her Spouse,
- their children and grandchildren, under the age of 25, when they are dependent on at least one of their parents for tax purposes,

- their ascendants and descendants, regardless of their age, living under the same roof as the Cardholder and his/her Spouse, provided that they depend financially on the Cardholder or his/her Spouse for tax purposes, and:
  - they hold the disability card provided for in Article L.241-3 of the French Social Action and Families Code, **or**,
  - they receive support from the Cardholder or his/her Spouse allowing the latter to benefit from an income tax deduction,
- Employees, for a maximum of two per Trip.

Insured parties are covered when travelling alone or together. However, Employees are only covered if they travel with the Cardholder.

## Employee

Salaried employee, liberal worker or intern over 16 years of age, having an employment contract, a work contract or a valid internship agreement, respectively, issued by the company for which the Cardholder is either an employee, liberal worker, partner, director or corporate officer.

## Travel Companion

Any person travelling with the Cardholder whose identity is included in the Trip registration document.

## Beneficiary

In the event of accidental death, the beneficiary is, unless otherwise stipulated for by the Insured by means of a written and signed provision, the spouse who is not physically or legally separated from and surviving the Insured, failing that the children born or to be born of the Insured, in equal shares, or failing that the beneficiaries of the Insured.

### **Form and consequences of accepting the benefit of the cover:**

The Insured must give his or her prior consent to any acceptance of the benefit of the cover by the designated person. Acceptance may take the form of either an amendment signed by the Insurer, the Insured and the beneficiary, or an authentic or private deed signed by the Insured and the beneficiary and notified in writing to the Insurer.

The beneficiary's acceptance makes his/her designation irrevocable and no modification may be made without his/her consent.

In all other cases of cover, the beneficiary is the Insured.

## Baggage

Any object brought on the Trip or acquired during this Trip.

## Valuables

Jewellery, furs, objects of art and antiques, musical instruments, photographic, cinematographic, sound and image recording or reproduction equipment and their media, or any other object with a purchase value equal to or greater than €300.

## Relatives

- Ascendants and descendants (maximum 2nd degree),
- Brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, of the Cardholder or his/her Spouse.

## Reimbursement Value

In the first year following the purchase date, the reimbursement value will be equal to the purchase price. Beyond that, it will be reduced by 25% in the second year following the purchase date, and by 10% per year in the following years.

## Trip

Any travel of **more than 100 km** from the Insured's home or from his or her usual place of work and for a period of **less than 90 consecutive days**.

## Public Transport

Any means of group passenger transport approved for the public transport of travellers and for which a transport licence was issued.

## Rental Vehicle

Any four-wheel land motor vehicle, registered, used to transport persons and leased to an authorised professional.

A replacement vehicle, loaned by a garage, is also considered to be a rental vehicle, when the Cardholder's vehicle is immobilised for repair, provided that this loan is the subject of a formal contract, and is invoiced.

## Territoriality

The cover under the policy applies **WORLDWIDE** during a Trip, **except for any trips of any kind through or to North Korea, Cuba, Iran, Sudan, Syria, the region of Crimea, the People's Republic of Donetsk or the People's Republic of Luhansk.**

# "Flight and train delays/Baggage delays" Cover

## Flight and train delays

### Purpose of the cover

During a Trip, and in the case of the occurrence of a covered event, the Insured will be compensated for the following unexpected costs:

- meals and refreshments,
- hotel expenses,
- transfer costs between the airport and the final destination,
- costs related to the modification or repurchase of a ticket when the flight or train on which the Insured travelled prevented him/her from taking the means of transport for which the ticket had been purchased with the Card before departure, to reach the final destination.

### Covered events

- delay or cancellation of a regular flight,
- delay or cancellation of a charter flight,
- delay or cancellation of a train,
- refusal of admission on board in the event of overbooking,
- delay of a confirmed flight on which the Insured travelled to the place of connection that does not allow him or her to board a confirmed connection flight,
- delay of more than one hour of a means of Public Transport used by the Insured to travel to the airport or train station in order to board the confirmed flight or to take the train he or she booked.

## Terms and conditions

- Only the following will be covered:

- scheduled flights of airlines for which the schedules are published (in the event of a dispute, the “abc world airways guide” will be considered as a reference for determining the schedule of flights and connections),
  - charter flights departing from a Member State of the European Union,
  - railway companies, as well as regular means of Public Transport for which the schedules are published and known in advance.
- Only the following arrival delays will be covered:
- more than 4 hours for a regular flight,
  - more than 6 hours for a charter flight,
  - more than 2 hours for a train,
- and if no alternative means of transport is made available to the Insured by the carrier within:
- 4 hours for a regular flight,
  - 6 hours for a charter flight,
  - 2 hours for a train,
- depending on the initial time of departure (or arrival in the case of a connection) of the booked and confirmed flight or train.

## Length of the cover

The cover starts at the time of scheduled departure and runs until the actual arrival at the final destination.

## Maximum commitment of the Insurer

The maximum compensation will not exceed **€800** per Claim (regardless of the number of Insured).

## Special exclusions

**IN ADDITION TO COMMON EXCLUSIONS, THE FOLLOWING ARE ALSO EXCLUDED FROM THE COVER:**

- **IF THE INSURED REFUSES A SIMILAR MEANS OF TRANSPORT MADE AVAILABLE TO HIM/HER,**
- **IN THE EVENT OF TEMPORARY OR PERMANENT WITHDRAWAL OF AN AIRCRAFT, ORDERED BY THE CIVIL AVIATION AIRPORT AUTHORITIES OR A SIMILAR BODY AND WHICH WAS ANNOUNCED PRIOR TO THE DATE OF DEPARTURE OF THE TRIP.**

## Delayed baggage

### Purpose of the cover

If the Insured's duly registered Baggage, placed under the responsibility of the public carrier through which the Insured makes a Trip, is not delivered to him/her within four hours of his/her arrival at destination, the Insured will be compensated for the costs incurred to obtain emergency clothing and toilet accessories.

**Under penalty of forfeiture, except in the event of a fortuitous event or Force majeure, the Insured must immediately notify the competent authorities of the airline of missing Baggage and obtain a receipt for the declaration of delay.**

### Terms and conditions of the cover

N.B:

Only Baggage delays occurring on scheduled flights of airlines for which the schedules are published (in the event of a dispute, the “abc world airways guide” will be considered as a reference for determining the schedule of flights and connections), as well as the regular means of Public Transport for which the schedules are published and known in advance.

## Length of the cover

The cover starts four hours after the time of arrival at destination and runs until the end of the fourth day following the arrival time.

## Maximum commitment of the Insurer

The maximum compensation will not exceed **€800** per Claim (regardless of the number of Insured).

## Special exclusions

IN ADDITION TO COMMON EXCLUSIONS, THE FOLLOWING ARE ALSO EXCLUDED FROM THE COVER:

- **EMBARGO, CONFISCATION, CAPTURE OR DESTRUCTION BY ORDER OF A GOVERNMENT OR PUBLIC AUTHORITY,**
- **ITEMS PURCHASED AFTER DELIVERY OF THE BAGGAGE BY THE CARRIER, OR PURCHASED MORE THAN 4 DAYS AFTER THE ARRIVAL TIME AT THE AIRPORT OR THE DESTINATION STATION, EVEN IF THE BAGGAGE HAS NOT YET BEEN RETURNED TO THE INSURED.**

## Provision applicable to both covers:

For the same Trip, reimbursement under the “Flight and train delays” cover and “Delayed baggage” cover is limited to **€800** per Claim (regardless of the number of Insured persons).

## “Baggage Loss, Theft or Damage” Cover

### Purpose

If, during a Trip, the Insured's duly registered Baggage, placed under the responsibility of the public carrier, is lost, stolen, destroyed in whole or in part, the Insured shall be compensated for the applicable Reimbursement Value.

**Under penalty of forfeiture, except in the event of a fortuitous event or Force majeure, the Insured must immediately notify the competent authorities of the airline of the missing Baggage and obtain a receipt for the declaration of loss.**

The Insurer will activate cover after exhaustion and exclusively in supplement to the compensation to be paid by the carrier, in particular pursuant to the Montreal Convention, in the event of theft, loss or total or partial destruction of the Baggage.

## Maximum commitment of the Insurer

The maximum compensation will not exceed **€1,000** per Claim, of which **€300** per Valuable.

Within these amounts, any compensation due under the “Delayed Baggage” cover will be deducted from the total amount reimbursed when the personal Baggage is declared permanently lost.

In all cases, a Deductible of €70 will be applied to the total amount of the loss before application of the maximum amount covered.

## Special exclusions

IN ADDITION TO COMMON EXCLUSIONS, THE FOLLOWING ARE ALSO EXCLUDED FROM THE COVER:

- **CONFISCATION OR REQUISITION BY CUSTOMS OR ANY OTHER GOVERNMENT AUTHORITY,**
- **LOSS OR DAMAGE:**
  - **CAUSED BY NORMAL WEAR AND TEAR, OBSOLESCENCE, A DEFECT SPECIFIC TO THE OBJECT,**
  - **CAUSED BY MITES OR VERMIN, BY ANY CLEANING PROCESS OR BY CLIMATE CONDITIONS,**

- DUE TO THE POOR CONDITION OF THE SUITCASES OR BAGS USED FOR THE TRANSPORT OF PERSONAL ITEMS,
- LOSS, THEFT OR DAMAGE AFFECTING THE FOLLOWING PROPERTY:
  - PROSTHESES AND HEARING AIDS OF ANY KIND, GLASSES, CONTACT LENSES,
  - CASH, SECURITIES, TRAVELLER'S CHEQUES, PAYMENT OR CREDIT CARDS, KEYS, PERSONAL PAPERS, IDENTITY DOCUMENTS, DOCUMENTS AND SAMPLES,
  - AIRLINE TICKETS, TRANSPORT TICKETS OR VOUCHERS, HOLIDAY VOUCHERS, MEAL VOUCHERS AND GASOLINE COUPONS,
  - ILLICIT OR COUNTERFEIT PRODUCTS,
  - GLASS, CRYSTAL OR PORCELAIN OBJECTS,
  - OBJECTS SENSITIVE TO TEMPERATURE CHANGE,
  - PERISHABLE FOODSTUFFS,
  - PRODUCTS AND ANIMALS PROHIBITED BY THE CARRIER.

## Chapter II – “Fraudulent use of the card”

### Special definitions

In addition to the definitions in Section 1.1 “Common Definitions – Insurance Part”, all terms that appear underlined and with the first letter capitalised in the body of this Chapter have the meaning given to them below.

In the event of a contradiction between the definition of the same term in this Chapter and in Section 1.1, the definition in this Chapter shall prevail.

#### Insured

The company or Cardholder to which the Card is assigned.

#### Fraudulent use

Any payment or withdrawal transaction carried out by a Third Party using one or more Cards of the Insured lost or stolen during the period of validity of the Card.

#### Claim:

All of the Fraudulent Uses committed following the loss or theft of a Card and carried out between the time of the loss or theft of the Card and the blocking of the card by the Insured or the Cardholder, at the card services centre of the Card issuer or a centre recognised by it.

All fraudulent transactions committed as a result of the same loss or theft constitute a single Claim.

### Purpose of the cover

The purpose of this cover is to cover direct financial losses suffered by the Insured in the event of payment or withdrawal transactions made fraudulently by a Third Party using one or more of his/her lost or stolen Cards during the period of validity of the Card, to the extent that where these fraudulent transactions are carried out between the time of the loss or theft and the blocking by the Insured or the Cardholder at the card services centre of the card issuer or a centre recognised by it.



## Territoriality

The cover applies **worldwide**:

- regardless of the place of occurrence of the loss or theft of the Card,
- regardless of where the Fraudulent Use is made

It is specified that the compensation is always paid in a country of the European Union.

## Maximum commitment of the Insurer

For each Card, the Insurer will compensate the Insured for the sums remaining borne by the latter under the "cardholder" policy between the Card issuer and the Insured, pursuant to the regulations in force, up to a maximum limit of **€3,000** per Cardholder and per calendar year, when the Card is lost or stolen on or after 1 November 2023. If the Card is lost or stolen between 1 January 2023 and 31 October 2023, the maximum limit of cover is €1,500.

All Claims are attributable to the calendar year in which the loss or theft of the Card occurred or, in case of doubt as to the date of such occurrence, to the calendar year during which the loss or theft of the Card is recorded.

## Special exclusions

**IN ADDITION TO COMMON EXCLUSIONS, THE FOLLOWING ARE ALSO EXCLUDED:**

- **ANY EMBARGO, CONFISCATION, CAPTURE OR DESTRUCTION, BY ORDER OF A GOVERNMENT OR A PUBLIC AUTHORITY,**
- **ANY SERIES OF FRAUDULENT USES WHOSE OF WHICH THE FIRST USE WAS PRIOR TO THE EFFECTIVE DATE OF THIS POLICY,**
- **ANY INDIRECT LOSS SUFFERED BY THE INSURED OR ANY OTHER NATURAL OR LEGAL PERSON, SUCH AS: LOSS OF EARNINGS OR INTEREST, LOSS OF CUSTOMER BASE, SHORTFALL, DROP IN TURNOVER,**
- **ANY FRAUDULENT USE MADE AFTER THE DATE OF BLOCKING/CANCELLATION OF THE CARD.**
- **ANY FRAUDULENT USE OF A LOST OR STOLEN CARD BETWEEN THE DATE OF ISSUE OF THE CARD AND ITS RECEIPT BY THE CARDHOLDER.**

## Obligations of the Insured in the event of a Claim

**Under penalty of forfeiture**, except in the event of a fortuitous event or Force majeure, the Insured or the Cardholder must, as soon as he or she discovers the loss or theft of his/her Cards or the debit on the statement of his/her accounts of transactions fraudulently made using his/her lost or stolen Cards:

- immediately block the card at the issuer's card services centre (or a centre recognised by it),
- confirm in writing the block on the Card issuer as soon as possible,
- in the event of theft of the Card or debit transactions made fraudulently using the Card recorded on the bank statement: file a complaint to the competent police authorities for theft or fraudulent use as soon as possible,
- make a claim as soon as possible and in any event in accordance with Section 1.3 below "Provisions common to the insurance part".

## Recovery

In the event of recovery of all or part of the direct financial losses suffered, the Insured must immediately notify the Insurer.

If the recovery takes place before the payment of the compensation, the Insurer shall only be required to pay:

- compensation corresponding to the amount of direct financial losses suffered by the Insured less any sums recovered,

- compensation corresponding to the costs incurred by the Insured (or on its behalf), in agreement with the Insurer, for recovery,  
**all within the limit of the ceiling of €3,000 per Card and per calendar year.**

If the recovery takes place after payment of the compensation, any sum recovered (net of costs incurred with the Insurer's agreement for this recovery) shall be allocated:

- firstly to the Insured, up to the amount of the financial losses that exceed the Insurer's compensation,
- then to the Insurer up to the amount of the compensation paid.

## Chapter IV – Purchases

### Special definitions

In addition to the definitions in Section 1.1 "Common Definitions – Insurance Part", all terms that appear underlined and with the first letter capitalised in the body of this Chapter have the meaning given to them below.

In the event of a contradiction between the definition of the same term in this Chapter and in Section 1.1, the definition in this Chapter shall prevail.

#### Insured

The company or Cardholder to which the Card is assigned.

#### Covered object

Any new physical object purchased with a **purchase value greater than €50 incl. tax** and financed in whole or in part with the Card, during the period of coverage.

The following does not fall within the definition of "Covered object"

- Animals, plants, food or beverages;
- New or used motor vehicles;
- Cash, traveller's cheques, bonds, securities, shares, or any marketable securities or instruments;
- Transport tickets;
- Entrance tickets for any type of sporting or cultural event, concerts,
- Jewellery or precious stones, artwork, gold or silver products;
- Goods purchased for resale;
- Mobile phone;
- Weapons; and
- Counterfeit objects.

#### Jewellery

Any worn object consisting in whole or in part of precious metals, precious stones or pearls or of a value greater than or equal to 500 €. Watches are considered "Jewellery" when they are made of precious metals or when their initial purchase price is greater than €2,500

#### Accidental damage

Any total or partial destruction of the Covered object, resulting from an external event that is sudden and unforeseeable.

#### Theft

Fraudulent removal of an object committed by a Third Party.

## Theft by assault

Theft with physical violence or threat to the Insured.

## Theft by break-in

Theft done by forcing, degrading or destroying the external closure system, activated at the time of the Theft:

- of business or housing premises,
- a land motor vehicle provided that the Covered object is not visible from the outside.

## Purpose of the cover

The purpose of this cover is to reimburse the Insured:

- In the event of Theft by break-in or Theft by assault of the Covered object, the purchase price including tax of this object,
- In the event of accidental damage caused to a Covered object, the cost of repairing this object (including tax) or its purchase price (including tax) if this cost is greater than the purchase price of the Covered object or if it cannot be repaired.

As long as the Theft by break-in or Theft by assault or accidental damage happens within 365 days after the date of purchase with the Card or delivery of the Covered Property, if the date of purchase or delivery takes place on or after 1 November 2023.

If the date of purchase with the Card or delivery of the Insured Item took place between 1 January 2023 and 31 October 2023, the guarantee covers Theft by break-in, Theft by assault or accidental damage only if it occurred within 90 days of the date of purchase or delivery.

## Territoriality

The cover applies **worldwide**:

- regardless of the place of occurrence of the loss or theft of the Card,
- regardless of where the Fraudulent Use is made

It is specified that the compensation is always paid in a country of the European Union.

## Maximum commitment of the Insurer

Compensation is made up to a limit of **€1,250 per Claim** and **€2,500** per calendar year,

## Special exclusions

**IN ADDITION TO COMMON EXCLUSIONS, THE FOLLOWING ARE ALSO EXCLUDED:**

- **SPECIFIC DEFECT, NORMAL WEAR, BREAKDOWN OR MANUFACTURING DEFECT OF THE INSURED OBJECT;**
- **NON-COMPLIANCE WITH THE TERMS AND CONDITIONS OF USE OF THE COVERED OBJECT STIPULATED BY THE MANUFACTURER OR DISTRIBUTOR OF THIS PROPERTY.**

## Obligations of the Insured in the event of a Claim

**Under penalty of forfeiture**, except in the event of a fortuitous event or Force majeure, the Insured or the Cardholder must, as soon as he or she discovers the accidental damage or Theft by assault or Theft by break-in of his or her Covered object:

- in the case of Theft by break-in or Theft by assault: make a complaint to the competent policy authorities as soon as possible,
- in case of Theft by assault: collect any testimony (written, dated and signed certificate of the witness, mentioning his/her surname, first names, date and place of birth, address and profession) and medical certificate, if applicable.
- make a claim as soon as possible and in any event in accordance with Section 1.3 below "Provisions common to the insurance part".

## Chapter IV – Phishing

### Special definitions

In addition to the definitions in Section 1.1 "Common Definitions – Insurance Part", all terms that appear underlined and with the first letter capitalised in the body of this Chapter have the meaning given to them below.

In the event of a contradiction between the definition of the same term in this Chapter and in Section 1.1, the definition in this Chapter shall prevail.

#### Insured

The company or Cardholder to which the Card is assigned.

#### Qonto bank account

The Insured's bank account opened with Qonto

#### Phishing

Internet fraud technique aimed at obtaining sensitive personal data, in particular the user name, password, confidential information attached to a bank card or bank account in order to make payments in lieu of the user or by diverting money from the user.

By extension, "pharming" is treated as phishing, which represents the situation where the user is automatically diverted to a fraudulent site while he was wanting to access a legitimate site. On this fraudulent site, you are invited, through various processes, to provide personal information (surname, first name, security code, confidential information attached to a card or bank account, etc.) for the purpose of using it to divert money or make payments in lieu of the user.

### Purpose of the cover

The purpose of this cover is to cover direct financial losses suffered by the Insured and not covered by Qonto in accordance with the conditions of use of the Qonto Card and Bank Account, in the event that the information on the Qonto Bank Account or the Card has been unlawfully obtained by Phishing, under the following conditions:

- In the event of a payment made voluntarily by the Insured following a phishing action, the Insurer shall reimburse the sums not covered by Qonto, provided that the Insured has notified Qonto thereof within 48 hours of the payment being made.
- If, following a Phishing, the confidential information of the Card or Qonto Bank Account was used by a Third Party to make an online payment or to divert any sum of money, the Insurer shall reimburse the portion not covered for the financial losses suffered within thirty (30) days of the first fraudulent payment/misappropriation, provided that the Insured has notified Qonto within 24 hours of recording the unauthorised use of his/her Qonto Card or Bank Account.

### Conditions for the application of the cover:

- ✓ The date of occurrence of the covered event must be after November 1<sup>st</sup>, 2023.
- ✓ The Insured must immediately cancel the Card and modify his/her access codes to his/her Qonto Bank Account and, more generally, take all the steps required by Qonto
- ✓ The Insured must file a complaint with the police authorities

## Territoriality

The cover is available **worldwide**.

It is specified that the compensation is always paid in a country of the European Union.

## Maximum commitment of the Insurer

For each Card, the Insurer will compensate the Insured for the financial loss remaining at his/her expense, pursuant to the regulations in force, up to a maximum limit of **€1,000 per Cardholder** and per calendar year.

Under no circumstances will the Insurer pay compensation when the total loss is less than **€50**.

## Special exclusions

**IN ADDITION TO COMMON EXCLUSIONS, THE FOLLOWING ARE ALSO EXCLUDED:**

- **DAMAGE SUFFERED BY THE INSURED RESULTING FROM CONSULTATION OF ILLEGAL SITES OR THE PURCHASE OF SERVICES OR GOODS PROHIBITED BY LAW ON INTERNET.**
- **ANY FINANCIAL LOSSES FOR WHICH FIRST USE WAS PRIOR TO THE EFFECTIVE DATE OF THIS POLICY,**
- **ANY FRAUDULENT USE MADE AFTER THE DATE OF BLOCKING OR REMOVAL OF THE CARD.**

## Obligations of the Insured in the event of a Claim

**Under penalty of forfeiture**, except in the event of a fortuitous event or Force majeure, the Insured or the Cardholder must, as soon as he or she discovers a financial loss or debit on the statement of his/her accounts of transactions fraudulently made using his/her Cards or bank details:

- Make a claim as soon as possible and in any event in accordance with Section 1.3 below "Provisions common to the insurance part".
- Provide a Qonto certificate indicating the amount remaining to be borne by him/her.

**The Insurer provides cover on the condition that the reality of the Insured's loss has been established.**

## Recovery

In the event of recovery of all or part of the direct financial losses suffered, the Insured must immediately notify the Insurer.

If the recovery takes place before the payment of the compensation, the Insurer shall only be required to pay:

- compensation corresponding to the amount of direct financial losses suffered by the Insured less any sums recovered,
- compensation corresponding to the costs incurred by the Insured (or on its behalf), in agreement with the Insurer, for recovery,

**all within the limit of the ceiling of €1,000 per Cardholder and per calendar year.**

If the recovery takes place after payment of the compensation, any sum recovered (net of costs incurred with the Insurer's agreement for this recovery) shall be allocated:

- firstly to the Insured, up to the amount of the financial losses that exceed the Insurer's compensation,
- then to the Insurer up to the amount of the compensation paid.

## 1.3 – Common Definitions – Insurance Part

### Common exclusions

Unless otherwise stipulated, the following are excluded:

- Civil or foreign war, notable political instability or popular unrest, riots, acts of terrorism, retaliation, restrictions on the free movement of persons and goods, strikes when the Insured takes an active part, disintegration of the atomic nucleus or any ionising radiation, or any other case of Force majeure,
- Intentional or fraudulent action by the Insured, or by his or her relatives (Spouse, ascendant, descendant),
- Suicide or attempted suicide of the Insured,
- Accidents caused or triggered by the Insured's use of drugs, narcotics, sedatives that were not medically prescribed,
- Accidents resulting from drunk driving, characterised by a blood alcohol level equal to or greater than that set by the law governing French motor traffic in force on the date of the Accident,
- The consequences of incidents occurring during aerial sports or risky sports, including deltaplane, polo, skeleton, bobsleigh, ice hockey, underwater diving, caving, bungee jumping, or any sport requiring the use of a motor engine,
- Participation in competitions requiring a licence,
- Participation in bets, fights and brawls.
- Any Insured person or beneficiary appearing on any official, governmental or police database of proven or suspected terrorists, drug or human traffickers, or involved or allegedly involved in the illegal trade of nuclear, chemical or biological weapons, human trafficking or piracy, cybercrime, organised crime or human rights violations.

### Declaration of claims

Unless otherwise stipulated, the Insured is required to declare all Claims that may be filed under this policy within 20 days of their occurrence via the following link: <https://eu.jotform.com/223121299537356> .

In the event of non-compliance with this obligation, the Insurer may, under the French Insurance Code, reduce the compensation in the proportion of the loss that this breach has caused it to suffer, unless the Insured justifies having been unable to file the claim within the time limits set as a result of a fortuitous event or Force majeure.

The Insured will receive a questionnaire to be returned, duly completed, accompanied in particular by supporting documents, the list of which will have been sent to him/her with the questionnaire.

In all cases, the Insured must provide the following documents:

- proof of validity of the Card,
- proof of payment using the Card,
- proof of the quality as an Insured,
- bank account details,
- insurance policy covering the Insured for the same Claim or sworn statement from the Insured specifying that he or she is not insured for this type of Claim,

and, more generally, all documents objectively necessary for the Insurer to assess the validity of the claim.

The compensation will be paid, after receipt by the Insurer of the supporting documents, within fifteen days of the agreement of the parties or the enforceable court decision.

Any intentional concealment or misrepresentation, omission or inaccuracy is punished even if it had no influence on the Claim, under the conditions provided for in Articles L. 113-8 and L.113-9 of the French Insurance Code.

## Burden of proof

It is up to the insured to demonstrate the reality of the situation, knowing that any request not supported by sufficient information and evidence to prove the materiality of the facts may be rejected.

## Subrogation

The Insurer shall be subrogated, in accordance with Article L.121-12 of the French Insurance Code, up to the limit of the compensation paid or the costs incurred by it, in the rights and actions of the Insured against any person responsible for the Claim.

# Part 2 – Assistance

The cover applies solely as a result of holding the Card.

**N.B:**

Notify the Assistance Provider soon as possible, and imperatively prior to any spending commitment.

To report a Claim or any additional information:

Refer to the “Insurance” section of the Qonto website

## 2.1 – Common Definitions – Assistance Part

For the proper understanding of what will follow, all the terms that appear underlined and with the first letter capitalised in the body of this PART 2 – ASSISTANCE are defined below:

### Assistance Provider

The assistance company mandated by the Insurer.

### Insured

The following persons whose condition or situation requires the assistance of the Assistance Provider are considered to be insured, whether they travel together or separately:

- the Cardholder,
- his/her Spouse,
- their single children and grandchildren under the age of 25, who are dependent on at least one of their parents for tax purposes (in the event of adoption, the benefit applies from the date of transcription of the adoption decision in the French civil registers),
- their tax-dependent ascendants.

### Card

The “Mastercard Business PLUS” card issued by the Policyholder and to which the cover is attached.

However, any Cardholder who holds several “MasterCard” cards of the business range automatically benefits, both for him/herself and for the other Insured, from the broadest cover, regardless of the card used for payment.

The same applies to the dynamic virtual card, which does not in any way alter the cover attached to the card to which it is linked.

If a service is paid by the Cardholder of a “MasterCard” card on behalf of other holders of a “MasterCard” card of the business range, the cover applied to them shall be that of the card they hold.

### Spouse

The spouse is either:

- a spouse not physically or legally separated and not divorced from the Cardholder,
- a common-law partner living with the Cardholder,
- a person who has entered into a valid civil union (PACS) with the Cardholder.



Proof of the common-law status shall be provided by a recognised certificate drawn up by a notary prior to the date of the Claim or, failing that, by tax notices containing the same address or other supporting bills in both names prior to the date of the Claim.

Proof of the PACS (Pacte Civil de Solidarité) will be provided by the birth certificate attesting to the PACS established prior to the date of the Claim.

### Force majeure

Force majeure shall be deemed to have occurred when any unforeseeable, overwhelming and external event makes the execution of the policy impossible, as usually recognised in Article 1218 of the French Civil Code.

### Place of Residence

The place of residence is defined as the Insured's tax domicile in a country of the European Union, Monaco, French overseas departments and territories on the date of the request for assistance.

### Family Member

Family member of the Insured means the Spouse, children, grandchildren, brothers, sisters, father, mother, grandparents and grandmothers.

### Insurance organisation

Insurance body refers to the basic social and supplementary health insurance organisations to which the Insured reports either as a principal or as a beneficiary.

### Country of residence

The country of residence is defined as the country in which the Place of Residence is located.

### Claim:

The occurrence of an event having caused damage and that could entail the application of cover referred to in this Information Notice.

The date of the claim is the date on which the event which gave rise to the damage occurred, i.e. the cause of the damage.

### Third Party

Any person other than:

- the Cardholder and his/her Spouse,
- their ascendants and descendants,
- employees paid or not by the Insured, in the performance of their duties.

### Cardholder

The individual who holds the Card.

### Primary Transportation

Transport between the location of the Claim and the nearest medical centre or hospital, and any return to the place of stay.

## 2.2 – Special provisions – Assistance Part

### Purpose of the cover

Under the conditions described below, the purpose of the policy is to cover the Insured during **the first 90 days** of a trip, private or professional, for assistance benefits arising from the following events, which must remain uncertain at the time of departure:

- bodily injury resulting from an illness or accident,
- death,
- hospitalisation or death of a Family Member,
- legal proceedings abroad,
- theft or loss of certain personal or professional items abroad.

## Claim: how to benefit from assistance?

In order to benefit from the services provided for in the policy, the Insured must:

- Contact the Assistance Provider, or have it contacted, as soon as he/she becomes aware of an event that could trigger the provision a service.
- Provide the supporting documents that the Assistance Provider deems necessary to assess the entitlement to the assistance services. Failing this, the Assistance Provider will refuse the provision of the services and will re-invoice the costs already incurred.
- Allow the Assistance Provider's physicians free access to the medical data concerning him/her.
- Ensure that only accurate information is provided.
- Comply with the solutions recommended by the Assistance Provider.

### Very important

The assistance services described below are intended to be managed exclusively by the Assistance Provider, who will pay the cost directly to the service providers it has assigned. Exceptionally, if circumstances so require, the Assistance Provider may authorise the Insured to pay for all or part of a service. In this case, only the costs incurred, with the Assistance Provider's express and prior agreement will be reimbursed on original supporting documents and up to the limit of those incurred by the Assistance Provider to implement this service.

Sub-medicalisation, access difficulties and significant intervention times in certain regions make assistance particularly difficult and should encourage the Insured to be cautious. Thus, Insured persons aged 70 and over or accompanied by young children (under 12 years of age) or with chronic conditions or risk factors in particular should not be exposed to these regions, where care cannot be guaranteed pending the intervention of the Assistance Provider.

Under no circumstances may the Assistance Provider replace the local emergency relief bodies.

## Conditions of application: territorial scope of assistance services

Assistance services apply outside the Place of Residence:

- during the first 90 days of a trip, personal or for business,
- worldwide, except in the following countries: **North Korea, Cuba, Iran, Sudan, Syria, the region of Crimea, the People's Republic of Donetsk or the People's Republic of Luhansk.**
- Certain services are subject to territorial limitations, which are mentioned in the description of the services concerned.

## 2.3 – Types of Services – Assistance Part

# “Illness – Accident” Cover

## Bodily injury resulting from an illness or accident,

In the event of illness or accident of the Insured, the Assistance Provider’s physicians:

- contact the local doctor who examined the Insured,
- collect all necessary information from the local doctor and possibly from the Insured’s usual general practitioner.

Based on this information, the Assistance Provider’s physicians decide, solely on the basis of the Insured’s medical interest and in compliance with the health regulations in force, i.e.:

- to trigger and organise the transport of the Insured to his or her Place of Residence, or to an appropriate hospital close to his or her Place of Residence.
- to hospitalise the Insured in a hospital or clinic close to the place where he or she is located before considering returning to a structure close to his or her Place of Residence.

The Assistance Provider’s medical department may start a search for spot in a medically adapted service.

Information from local doctors or the patient’s general practitioner, which may be essential, helps the Assistance Provider’s physicians make the most appropriate decision.

In this respect, it is expressly agreed that the final decision, to be implemented in the Insured’s medical interest, belongs solely to the Assistance Provider’s physicians.

Furthermore, in the event that the Insured refuses to follow the decision considered most appropriate by the Assistance Provider’s physicians, he/she expressly releases the Assistance Provider from any liability, particularly in the event of a return by his/her own means or in the event of a worsening of his or her state of health.

## Transfer or repatriation of the Insured

If the Insured’s state of health leads, under the conditions indicated above, its doctors to decide on the transfer or repatriation of the Insured, the Assistance Provider will organise and cover the Insured’s transport.

This transport is done by any appropriate means (taxi, ambulance, train in 1st class or commercial flight in economy class, air ambulance, etc.), if necessary under medical supervision.

Only the Insured’s medical interest and compliance with the health regulations in force are taken into consideration when choosing the means used for this transport.

This benefit is never triggered for mild conditions or injuries that can be treated on site and which do not prevent the Insured from continuing his or her travel or stay.

## Repatriation of an Insured companion

When an Insured is transported under the conditions defined above in the paragraph “Transfer or repatriation of the Insured”, the Assistance Provider will organise and cover the transport of another Insured travelling with him or her to the place of hospitalisation or Place of Residence of the Insured by any appropriate means (taxi, ambulance, train in 1st class, commercial flight in economy class, air ambulance, etc.).

This service is limited to one person. However, if the Insured transported is accompanied by more than one Insured, the Assistance Provider may organise the transport, together or individually, of the other Insured. The cost of this transport is not borne by the Assistance Provider.

## Accompaniment of children under 15 years of age

When a travelling, sick or injured Insured is unable to take care of his or her children under the age of 15 accompanying him or her, the Assistance Provider, after consulting the local doctors or his/her own doctors, organises and covers the return trip (from the Place of Residence) by train in 1st class or commercial flight in economy class of a person chosen by the Insured or the Insured's family to accompany the children during their return to their Place of Residence.

The Assistance Provider may also appoint a steward to accompany the children to their Place of Residence.

The costs of accommodation, meals and drinks of the person chosen by the Insured or the Insured's family to bring the children back shall remain the responsibility of the Insured. The tickets of said children will also be borne by the Insured.

## Visit of a relative in the event of hospitalisation

If the Insured travels alone and if the accompanying Family Members are unable to visit him/her at the hospital, while he or she is hospitalised at the place of his or her illness or accident and the Assistance Provider's physicians do not recommend transport before 10 days (in the case of a child under 15 years of age or an Insured in a state in which the vital prognosis is at risk according to the Assistance Provider's physicians, no hospitalisation period excess is applied), the Assistance Provider organises and pays for:

- the two-way return trip (from the Place of Residence) by train in 1st class or commercial flight in economy class of a person chosen by the Insured or a Family Member to travel to his/her bedside;
- his or her stay at the hotel (room and breakfast only) at the hospital site, as long as the Insured is hospitalised, up to a limit of **€250** per night and **10 nights**. If, beyond this last limit, the hospitalised Insured is still not transportable, the extension of the stay is covered up to **€750**.

**This service cannot be combined with the "Repatriation of an Insured Companion" service.**

## Sending a replacement employee abroad

If the Insured's international professional assignment is interrupted, following a medical repatriation organised by the Assistance Provider or a hospitalisation of more than 10 days, the Assistance Provider will organise and pay for the transport (commercial flight in economy class or train in 1st class) of a replacement employee residing in a country of the European Union and designated by the employer (only if the assignment is longer than 3 days).

## Medical expenses abroad (excluding France and the country of residence)

This benefit applies exclusively to Insured who are affiliated with an Insurance Organisation.

When medical expenses have been incurred with its prior agreement, the Assistance Provider will reimburse the Insured for the portion of these costs which were not covered by the Insurance Organisations: the Assistance Provider will only intervene once the reimbursements made by the aforementioned Insurance Organisations have been made, after deduction of an **absolute deductible of €75** per file, and subject to the communication of the original proof of reimbursement issued by the Insurance Organisation of the Insured.

This reimbursement covers the costs defined below, provided that they concern care received by an Insured outside France and his or her Country of Residence following an illness or accident occurring outside his or her Country of Residence.

In this case, the Assistance Provider will reimburse the amount of costs incurred up to a maximum of **€155,000** per Insured, per event and per year.

In the event that the Insurance Organisation to which the Insured does not pay for the medical expenses incurred, the Assistance Provider will reimburse the costs incurred up to the amount indicated above, subject to the Insured providing the original invoices for medical expenses and the certificate of non-payment from the Insurance Organisation.

This benefit will cease from the day on which the Assistance Provider is able to carry out the repatriation of the Insured.

Types of costs eligible for reimbursement (subject to prior agreement):

- medical fees,
- costs of medication prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital, only in the event of refusal of coverage by the Insurance Organisations,
- hospitalisation costs provided that the Insured is deemed untransportable by decision of the Assistance Provider's physicians, taken after information is collected from the local physician (hospital costs incurred from the day the Assistance Provider is able to carry out the repatriation of the Insured are not covered),
- emergency dental costs (capped at **€155** with no deductible and per event)

## Extension of the benefit: advance of hospitalisation costs abroad (excluding France and the country of residence)

The Assistance Provider may, within the limit of the amounts of cover provided for above, advance hospitalisation costs incurred outside France and his or her Country of Residence by the Insured, under the following cumulative conditions:

- after gathering information from the local doctor, the Assistance Provider's physicians must deem that it is impossible to immediately repatriate the Insured to his or her Country of Residence.
- the medical care to which the advance applies must be prescribed in agreement with the Assistance Provider's physicians.
- the Insured or any person authorised by him/her must formally commit, by signing a specific document, provided by the Assistance Provider during the provision of this service:
  - to start the process of requesting coverage of the costs from the insurance organisations within 15 days of the date on which the Assistance Provider sends the information necessary for this process,
  - to reimburse the Assistance Provider for the sums collected in this respect from the insurance organisations within one week of receipt of these sums.

Only the costs not covered by the Insurance Organisations will be borne by the Assistance Provider, within the limit of the amount of cover provided for the benefit "Medical expenses abroad". The Insured must communicate to the Assistance Provider the certificate of non-payment issued by these Insurance Organisations, within one week of receipt.

**If the Insured did not start process of requesting coverage of the costs from the Insurance Organisations within the time limits, or in the absence of presentation of the certificate of non-payment issued by these Insurance Organisations to the Assistance Provider within the time limits, the Insured may under no circumstances claim the "Medical expenses abroad" benefit and must reimburse all hospital costs advanced by the Assistance Provider, which will initiate, where applicable, any useful recovery procedure, the cost of which shall be borne by the Insured.**

## Replacement driver

When an Insured is ill or injured when travelling in one of the countries listed below and can no longer drive his or her vehicle and none of the passengers could replace him/her, the Assistance Provider will provide a driver to the Insured to bring the vehicle to his or her Place of Residence by the most direct route.

**The Assistance Provider will cover the costs of travel and the driver's salary. Fuel, toll, hotel and restaurant costs for any passengers remain borne by the Insured.**

**The driver is required to comply with labour legislation, and in particular – under current French regulations – must observe a 45-minute stop after 4 hours and 30 minutes of driving, and the overall daily driving time must not exceed 9 hours.**

**If the Insured's vehicle is more than 8 years old, or has mileage higher than 150,000 km, or if its condition or load does not comply with the standards defined by the Highway Code, the Insured must inform the Assistance Provider of this, who thus reserves the right not to send a driver.**

**In this case, and in lieu of the provision of a driver, the Assistance Provider will supply and pay for a 1st class train ticket or economy class plane ticket for a person mandated by the Insured to fetch the vehicle.**

**This service applies only in the following countries: France (except DROM-COM), Monaco, Andorra, Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, Ireland, Denmark, Norway, Sweden, Finland, Iceland.**

## Sending urgent messages from abroad

When the Insured is travelling outside his or her Country of Residence, the Assistance Provider may take charge of sending urgent messages to his or her employer or to a Family Member when the Insured is unable to send them him/herself.

## “Death” Cover

### Repatriation of the body

When an Insured dies during a trip, the Assistance Provider will organise and cover the repatriation of the body.

**If the funeral is held in his/her Country of Residence, the Assistance Provider will pay for:**

- the cost of transport of the body to the place of the funeral near the Place of Residence,
- embalming costs imposed by applicable legislation,
- costs directly necessitated by the transport of the body (travel, specific transport facilities, packaging).

All other expenses will be borne by the Insured's family.

**If the funeral takes place outside the Country of Residence, the Assistance Provider organises the repatriation of the body to the international airport nearest to the place of the funeral and covers the costs **up to the amount that would have been incurred to repatriate the body to the Place of Residence.****

### Repatriation of an accompanying person

When the body of an Insured is transported under the conditions defined above, the Assistance Provider will organise and cover the transport of another Insured travelling with him or her by any

appropriate means (taxi, ambulance, train in 1st class, commercial flight in economy class), to the place of the funeral near the Place of Residence or to the international airport nearest to the place of the funeral if the funeral is held outside the Country of Residence. **In the latter case, the cover will be limited to the amount that would have been incurred to transport the accompanying person to the Place of Residence.**

This service is limited to **one person**. However, if the deceased Insured was accompanied by more than one Insured, the Assistance Provider may arrange the transport, together or individually, of the other Insured. **The cost of this transport is not borne by the Assistance Provider.**

## “Hospitalisation or Death of a Family Member” Cover

### Early return in the event of hospitalisation of a Family Member

If the Insured who is travelling learns the unplanned hospitalisation, or more than 24 consecutive hours, of a Family Member residing in the same country as him or her, the Assistance Provider will organise and pay for his or her return to allow him or her to travel to the hospital, to the bedside of the Family Member.

This coverage is limited to one Insured per Card. The Assistance Provider will pay for the return trip of this Insured by 1st class train or economy class commercial flight.

The Assistance Provider reserves the right to request a certificate of hospitalisation from the Family Member or a certificate of inheritance.

### Early return in the event of death of a family member

If the Insured who is travelling learns of the death of a Family Member residing in the same country as him/her, the Assistance Provider will organise and pay for his/her return to enable him/her to attend the funeral, close to the Place of Residence,

This service is limited by Card, i.e.:

- to the payment of an Insured's two-way trip,
- to the payment of the one-way outbound journey of two Insured travelling together, by train in 1st class or commercial flight in economy class.

The Assistance Provider reserves the right to request a death certificate from the Family Member or an inheritance certificate.

## “Legal proceedings abroad” Cover

### Legal assistance abroad

If the Insured is subject to legal proceedings following an unintentional breach of local legislation occurring outside his or her Country of Residence and occurring during his/her private life:

- The Assistance Provider will advance bail, upon presentation of a security deposit or signature of a debt recognition, when required by the local judicial authorities, for **up to €15,500 incl. tax**. If, meanwhile, the bail is reimbursed to the Insured by the authorities of the country, the Insured must immediately return it to the Assistance Provider.

**THE ASSISTANCE PROVIDER WILL NOT PAY FOR BONDS REQUIRED AS A RESULT OF A TRAFFIC ACCIDENT CAUSED DIRECTLY OR INDIRECTLY BY A BREACH OF THE LOCAL HIGHWAY CODE, DRIVING DRUNK OR MISCONDUCT,**

- The Assistance Provider will contribute to the legal fees of **€8,000 incl. tax** and advance, upon presentation of a security deposit or signature of a debt recognition, **up to €15,500 incl. tax**.

**Redemption:**

The Insured undertakes to reimburse the advanced sums, within 2 months of the date on which the invoice is sent.

After this period of 2 months, the Assistance Provider reserves the right to initiate any useful recovery procedures.

## “Theft or loss of certain personal and professional items abroad” Cover

### Sending medicines abroad

When the Insured, travelling outside his or her Country of Residence, is deprived as a result of the loss or theft of medicines essential to his or her health, the Assistance Provider will cover the search and delivery of these medicines, in the event that these medicines, or their equivalents as advised by the Assistance Provider's physicians, are not found on site (subject to obtaining from the Insured the contact details of his/her general practitioner).

The Assistance Provider will take charge of the shipment of medicines by the fastest means, subject to local and French legal constraints, and re-invoice the Insured for customs costs and the purchase cost of the medicines.

### Sending glasses or hearing aids abroad

If the Insured is unable to obtain the glasses, corrective lenses or hearing aids that he or she normally wears, following the theft or loss of them during a trip outside his or her Country of residence, the Assistance will send them to him or her by the most appropriate means.

The request, made by the Insured, must be sent by e-mail, fax or registered letter and provide a very precise indication of the complete characteristics of his or her glasses (type of glasses, frames), lenses or hearing aids.

The Assistance Provider will contact the Insured's usual ophthalmologist or prothesist in order to obtain a prescription. The cost of making new glasses, lenses or hearing aids is announced to the Insured, who must give his or her consent in writing and thus undertakes to pay the amount of the invoice before they are sent.

Failing this, the Assistance Provider cannot not be required to perform the service.

The Assistance Provider will take charge of the shipment of new glasses, lenses or hearing aids by the fastest means, subject to local and French legal constraints, and re-invoice the Insured for customs costs and the cost of making.

The Assistance Provider shall not be held liable if, for reasons beyond its control (production times or any other case of Force majeure), the glasses, lenses or hearing aids do not arrive on the scheduled date.

### Sending files or business items abroad

When an Insured, travelling outside his or her Country of Residence, has had stolen or loses his or her business files or objects, the Assistance Provider will obtain a copy of the above-mentioned files or replacement items from the designated person in order to forward them to the Beneficiary. The Assistance Provider disclaims all liability for the nature and content of the documents transported.

The cost of transport, customs and other shipping costs will be borne by the employer or the Insured, who must specify to the Assistance Provider any formalities to be completed for export. **Under no circumstances may the total weight of the documents or items to be shipped exceed 5 kg including packaging.**



Shipments, the organisation of which is carried out by the Assistance Provider, are subject to the various laws of French and foreign customs. The Assistance Provider disclaims responsibility if, for reasons beyond its control (strikes, acts of war or any other case of Force majeure), the records do not arrive on the scheduled date.

## 2.4 – Common exclusions – Assistance Part

### 1. NO ASSISTANCE SERVICE WILL BE PROVIDED:

#### a. IN COUNTRIES:

- IN A STATE OF CIVIL OR FOREIGN WAR,
- IN A STATE OF KNOWN POLITICAL INSTABILITY,
- SUFFERING FROM CIVIL UNREST, RIOTS, ACTS OF TERRORISM, RETALIATION, OR RESTRICTIONS ON THE FREE MOVEMENT OF PERSONS AND PROPERTY,
- FOR ANY TRIP WHATSOEVER THROUGH OR TO NORTH KOREA, CUBA, IRAN, SUDAN, SYRIA, THE REGION OF CRIMEA, THE PEOPLE’S REPUBLIC OF DONETSK OR THE PEOPLE’S REPUBLIC OF LUHANSK;

#### b. DURING A TRIP:

- UNDERTAKEN FOR THE PURPOSE OF DIAGNOSIS OR MEDICAL TREATMENT,
- RELATED TO MILITARY OR POLICE ACTIVITIES;

#### c. FOR CLAIMS RESULTING FROM BODILY INJURY OR DEATH RESULTING FROM:

- AN INTENTIONAL OR FRAUDULENT ACT ON THE PART OF THE INSURED OR ON THE PART OF ONE OF THE FAMILY MEMBERS AND ITS CONSEQUENCES, AS INDICATED IN ARTICLE L. 113-1 OF THE FRENCH INSURANCE CODE,
- THE DISINTEGRATION OF THE ATOMIC NUCLEUS,
- THE USE OF WAR MACHINES OR FIREARMS,
- THE PRACTICE OF AN AERIAL OR RISKY SPORT: DELTAPLANE, POLO, SKELETON, BOBSLEIGH, ICE HOCKEY, UNDERWATER DIVING, CAVING, BUNGEE JUMPING, AND ANY SPORT REQUIRING THE USE OF A MOTOR ENGINE,
- PARTICIPATION IN COMPETITIONS REQUIRING A LICENCE,
- STRIKE OR LOCK-OUT ACTIONS,
- PARTICIPATION IN BETS, FIGHTS OR BRAWLS,
- PATHOLOGICAL STATES THAT ARE NOT AN EMERGENCY,
- SURGICAL PROCEDURES, PATHOLOGICAL CONDITIONS PRIOR TO THE DEPARTURE DATE, THEIR RELAPSE OR COMPLICATIONS AND CONDITIONS DURING TREATMENT NOT YET CONSOLIDATED BEFORE THE TRIP (POSSIBILITY OF REQUEST FOR PROOF OF THE DEPARTURE DATE),
- INCIDENTS AND COMPLICATIONS RELATED TO PREGNANCY, WHEN THE INSURED WAS AWARE BEFORE THE DAY OF DEPARTURE ON THE TRIP OF A HIGH-THAN-NORMAL PROBABILITY OF THEIR OCCURRENCE,
- PREGNANCY OR CHILDBIRTH AFTER THE FIRST DAY OF THE 7TH MONTH,
- PREMATURE BIRTH,
- ABORTION OR ASSISTED REPRODUCTIVE TECHNOLOGY AND THEIR COMPLICATIONS,
- MENTAL, PSYCHOLOGICAL OR NERVOUS ILLNESSES (INCLUDING NERVOUS DEPRESSIONS),
- THE USE BY THE RECIPIENT OF MEDICINES, DRUGS, NARCOTICS, SEDATIVES OR PRODUCTS THAT WERE NOT MEDICALLY PRESCRIBED
- A STATE OF DRUNKENNESS CHARACTERISED BY A BLOOD ALCOHOL LEVEL EQUAL TO OR GREATER THAN THAT SET BY THE LAW GOVERNING FRENCH MOTOR TRAFFIC IN FORCE ON THE DATE OF THE ACCIDENT,
- SUICIDE OR ATTEMPTED SUICIDE.

### 2. THE FOLLOWING ARE NEVER COVERED:

- FEES NOT EXPRESSLY PROVIDED FOR IN THE CONTRACT,
- FEES NOT JUSTIFIED BY ORIGINAL DOCUMENTS,
- THE COSTS OF OPHTHALMOLOGIC CONSULTATION AND SURGERY, UNLESS THEY ARE THE DIRECT CONSEQUENCE OF A COVERED EVENT,
- COSTS OF GLASSES OR CONTACT LENSES AND, MORE GENERALLY, OPTICAL COSTS,
- COSTS OF MEDICAL DEVICES, ORTHOSES AND PROSTHESES,
- TREATMENT COSTS OF ANY KIND,
- AESTHETIC TREATMENTS,

- EXPENSES FOR STAYING IN A REST HOME, RE-EDUCATION OR DETOXIFICATION,
- REHABILITATION, PHYSIOTHERAPY, CHIROPRACTIS,
- VACCINE PURCHASE COSTS AND VACCINATION COSTS,
- THE COSTS OF HEALTH CHECK-UPS AND MEDICAL TREATMENT ORDERED IN FRANCE OR IN THE COUNTRY OF RESIDENCE,
- COSTS OF MEDICAL OR PARAMEDICAL SERVICES AND THE PURCHASE OF PRODUCTS OF WHICH THE THERAPEUTIC NATURE IS NOT RECOGNISED BY FRENCH LEGISLATION,
- FINAL COFFIN COSTS,
- RESTAURANT EXPENSES,
- COSTS RELATED TO EXCESS WEIGHT OF BAGGAGE DURING REPATRIATION BY COMMERCIAL AIRLINE,
- CUSTOMS FEES,
- COSTS OF CANCELLATION OR INTERRUPTION OF THE STAY,
- SEARCH AND RESCUE COSTS FOR PEOPLE IN THE MOUNTAINS, AT SEA, IN THE DESERT OR IN ANY OTHER INHOSPITABLE PLACE,
- FIRST AID OR PRIMARY TRANSPORTATION COSTS.

## 2.5 – General Provisions – Assistance Part

### Exceptional circumstances

The Assistance Provider undertakes to use all available means of assistance. However, the Assistance Provider may not be held liable in the event of unavailability of these means or their absence in the geographical area of the request for services.

The Assistance Provider does not guarantee the execution of the services and its liability may not be incurred in cases of Force majeure, as usually recognised by the case law of the French courts.

### Retrieval of transport tickets

When transport is organised and covered, the Insured undertakes to either:

- allow the Assistance Provider to use the transport ticket that he/she holds for the return,
- or to pay the Assistance Provider back for the amounts he/she may obtain in reimbursement from the issuing body of this transport ticket.

### Subrogation

The Insurer is subrogated, in accordance with Article L.121121 of the French Insurance Code, up to the limit of the compensation paid or the costs incurred by it, in the rights and actions of the Insured against any person responsible for the Claim.

## Part 3 – Common Provisions – Insurance and Assistance

These common provisions apply to all types of cover provided by the policy.

For the proper understanding of what will follow, all the terms that appear underlined and with the first letter capitalised in the body of this Part 3 “Common Provisions” refer to the definitions set out in Part 1 “Insurance” and Part 2 “Assistance”.

### Information – Amendments to the Contract

The Policyholder undertakes to provide the Cardholder with this information notice when taking out the Card.

Any changes made by the Insurer and the Policyholder to this Information Notice shall be binding on the Insured provided that they have been informed by the Policyholder, by any means, at least three months before the scheduled date of their entry into force.

## Accumulation of cover

In accordance with Article L.121-4 of the French Insurance Code, the person insured with several insurers by several policies, for the same interest, against the same risk, must immediately give each insurer knowledge of the other insurers. The Insured must, at the time of this communication, disclose the name of the insurer with which another insurance policy was taken out and indicate the sum insured.

## Limitation period

In accordance with the provisions of Articles L. 114-1 et seq. of the French Insurance Code, all actions resulting from an insurance policy are time-barred two years from the date of the event giving rise thereto. As an exception, actions resulting from an insurance policy relating to damage resulting from land movements following drought-rehydration of soil, recognised as a natural disaster under the conditions provided for in Article L. 125-1 of the French Insurance Code, are time-barred five years of the event giving rise to it.

However, this time limit does not begin to run:

- in the event of reluctance, omission or false or inaccurate statement regarding the risk incurred, until the day on which the Insurer became aware of it;
- in the event of a Claim, until the date on which the interested parties became aware of it, if they prove that they were unaware of it until that point.

When the Insured's action against the Insurer is due to the recourse of a third party, the limitation period shall run only from the day on which that third party took legal action against the Insured or was compensated by the Insured.

The limitation period is increased to ten years in insurance policies against accidents affecting persons, when the beneficiaries are the beneficiaries of the deceased Insured.

The limitation period is interrupted:

- by one of the ordinary causes interrupting the statute of limitations, namely:
  - o any legal action, including in summary proceedings, any order, seizure or protective or enforcement measure served on the person whom one wishes not to be time barred, in accordance with Articles 2241 to 2244 of the French Civil Code;
  - o any unequivocal acknowledgement of the Insured's right by the Insurer, or any acknowledgement of debt by the Policyholder to the Insurer in accordance with Article 2240 of the French Civil Code;
  - o any legal claim or enforcement action against a joint and several debtor, any recognition by the Insurer of the Insured's right or any recognition of the debt of one of the joint and several debtors interrupts the limitation period with regard to all co-debtors and their heirs, in accordance with Article 2245 of the French Civil Code;
- as well as in the following cases provided for by Article L. 114-2 of the French Insurance Code:
  - o any appointment of an expert following a Claim;
  - o any sending of a registered letter or electronic registered letter with acknowledgement of receipt by:
    - the Insurer to the Policyholder for non-payment of the premium;
    - The Insured to the Insurer for payment of the compensation.

By way of derogation from Article 2254 of the French Civil Code, and in accordance with Article L. 114-3 of the French Insurance Code, the parties to the insurance policy may not, even by mutual agreement, modify the duration of the limitation period or add to the reasons for its suspension or interruption.

## Applicable law

This Information Notice, written in French, is interpreted and executed in accordance with French law.

## Supervisory body of the insurer

**AIG EUROPE SA**, Insurance Company registered in Luxembourg (Trade & Companies Register No. B 218806) having its registered office located at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe SA is approved by the Luxembourg Ministry of Finance and controlled by the Commissariat aux Assurances 11, rue Robert Stumper L-2557 Luxembourg, Grand Duchy of Luxembourg, Tel: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu>.

AIG Europe SA's annual solvency and financial situation report is available at <http://www.aig.lu>.

Branch Office for France Tour CBX, 1 Passerelle des Reflets, 92400 Courbevoie, Nanterre Trade and Companies Register 838 136 463. The marketing of insurance policies in France by the French branch of AIG Europe SA is subject to the applicable French regulations, under the supervision of the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest, CS 92459, 75436 Paris Cedex 09. <https://acpr.banque-france.fr/>.

## Complaints – Ombudsman

### **Complaint regarding Part 1 "Insurance"**

In the event of dissatisfaction with Part 1 "Insurance", the claimant should send his complaint to the following address

**Qover NV/NV**  
Complaint service  
31, rue du Commerce  
1000 Brussels

email : [mediation@qover.com](mailto:mediation@qover.com)

The request must indicate the contract number and specify the subject matter.

An acknowledgement of receipt will be sent within ten (10) working days of the complaint being sent and a reply will be given within thirty (30) days of receipt of this request (except in special circumstances of which the claimant will be informed).

In the event of rejection or refusal to grant the claim in whole or in part, the claimant may raise his claim at the level of the Insurer's French branch by writing to the following address

by post to :

**AIG Europe SA**  
Service Client  
Tour CBX  
1 Passerelle des Règles  
92913 Paris La Défense Cedex

The Insurer's French branch undertakes to acknowledge receipt within 10 (ten) working days from the date of sending the claim and to provide a response at the latest within 30 (thirty) days from the date of receipt of the claim by the Insurer's French branch (except in special circumstances, the claimant will then be informed)

### **Claim relating to Part 2 "Assistance"**

In the event of dissatisfaction relating to Part 2 "Assistance", the claimant may contact the Insurer by contacting his usual contact person or the "customer service" at

**AIG Europe SA**  
Service Client  
Tour CBX  
1 Passerelle des Reflets  
92913 Paris La Défense Cedex

The request must indicate the policy number and specify its purpose.

The Insurer's French branch undertakes to acknowledge receipt within ten (10) working days of sending the claim and to provide a response within thirty (30) days of receiving this request, except in special circumstances of which the claimant will be informed.

### **Recourse to mediation and other remedies**

When the claimant is a natural person acting for non-professional purposes, he may, 2 (two) months after sending the written complaint or if the disagreement persists after the reply given by Qover or by the Insurer's French branch, refer the matter to the French Insurance Mediator at the following address **La Médiation de l'Assurance, TSA 50110, 75441 Paris Cedex 09**, or by filling in the online form at <http://www.mediation-assurance.org> or by email at [le.mediateur@mediation-assurance.org](mailto:le.mediateur@mediation-assurance.org).

As AIG Europe SA is a Luxembourg insurance company, the claimant may also, if the disagreement persists despite the reply given by the Insurer or in the absence of a reply after a period of 90 days – raise the claim at our head office, by writing either by post to: AIG Europe SA "Service Réclamation Niveau Direction", 35D avenue John F. Kennedy, L-1855 Luxembourg, or by email to: [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com); or – refer the matter to one of the Luxembourg mediation bodies whose contact details can be found on the AIG Europe SA website at the following address: <http://aig.lu>; or – submit an extra-judicial appeal to the Commissariat aux Assurances luxembourgeois (CAA), either by post to the address of the CAA, 11, rue Robert Stumper L – 2557 Luxembourg, or by fax to the CAA at +352 22 69 10, or by email to [reclamation@caa.lu](mailto:reclamation@caa.lu), or online on the CAA website <http://www.caa.lu>.

None of the above amicable remedies shall prejudice the right of the person concerned to take legal action.

The Insurer's customer satisfaction policy is available on its website at the following address: <http://www.aig.com>

The claimant who has signed up via the internet also has the possibility of using the European Commission's Online Dispute Resolution (ODR) platform at the following address: <http://ec.europa.eu/consumers/odr/>.

## **Personal data protection:**

As data controller under European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data, the Insurer undertakes to protect the personal data of its customers, insured persons and partners in accordance with said Regulation. The personal data collected by the Insurer are collected for the purposes of taking out (automated or otherwise) the insurance as well as the management of insurance policies and claims. The Insurer may also use the personal data collected for crime prevention (particularly in relation to the fight against fraud and money laundering). The Insurer may disclose personal data to the companies of its group, service providers and other third parties for these same purposes. Personal data may be transferred abroad, including to countries outside the European Economic Area. These transfers are governed by appropriate guarantees, in particular contractual guarantees, in accordance with the applicable European regulations. Data subjects have certain rights relating to their personal data, in particular, the rights of access, rectification, limitation of use, opposition, erasure or portability. Further

information on the use of personal data by the Insurer and on the rights of data subjects is available at <http://www.aigassurance.fr/protection-des-donneespersonnelles>.

Any data subject may exercise his/her rights by writing to: AIG Compliance Department, Tour CBX, 1 Passerelle des Reflets, 92400 Courbevoie or by e-mail to [donneespersonnelles.fr@aig.com](mailto:donneespersonnelles.fr@aig.com). A copy of the Insurer's Personal Data Protection Policy may be obtained by writing as indicated above. Any data subject may also object, by simple letter sent as indicated above, to the use of his/her personal data for commercial prospecting purposes.

## Sanction clause

The Insurer will not make any payments to an Insured person or beneficiary who appears on any official, governmental or police database of proven or suspected terrorists, drug or human traffickers, or involved or allegedly involved in the illegal trade of nuclear, chemical or biological weapons, human trafficking or piracy, cybercrime, organised crime or human rights violations.

Furthermore, and in accordance with Article 6 of the French Civil Code, it is noted that none of the covers of this Policy may apply if its object is a risk whose insurability would be contrary to public policy, or when a prohibition to provide an insurance policy or service is imposed on the Insurer due to a sanction measure, any restriction, prohibition or embargo prescribed by the laws or regulations of the United States of America, the Grand Duchy of Luxembourg or any other State or by any decision of the United Nations or the European Union.

## Termination of the group contract

The termination of Policy No. 4.091.950-002 by the Insurer or the Policyholder for any reason whatsoever is enforceable against the Insured parties and terminates all cover.

Notwithstanding the foregoing, the Insurer undertakes

- ✓ to manage and cover all Claims under Part 2 "Assistance" occurring before the effective date of termination of Policy No. 4.091.950-002.
- ✓ manage all Claims under Part 1 "Insurance", provided that their date of occurrence is prior to the effective termination date of Policy No. 4.091.950-002.