

# Insurance and Assistance Qonto Business Mastercard Card ONE

Policy No. 4.091.950-001

**Information notice**

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

## **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 7, boulevard Joseph II, L-1840 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 ONE” 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.

# “Fraudulent use of the card”

## Access conditions

Unless otherwise stipulated, the benefit of the guarantee may only be invoked if the Fraudulent Use was committed after the effective date of Contract No. 4.091.950-001.

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

## 1. Definitions

### Cardholder

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

### Card

The “Mastercard Business ONE” 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.

### 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.

### 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.

### 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.

## 2. 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.

## 3. 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.

## 4. 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 **€1,500** per Cardholder and per calendar year.

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.

## 5. 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.

## 6. In case of Claim

### 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 €1,500 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.

### 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.

## 7 – Miscellaneous provisions

### 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.

### 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 7, boulevard Joseph II, L-1840 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

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)

## 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 French branch of the Insurer, 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: [aigeuropa.luxcomplaints@aig.com](mailto:aigeuropa.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, 7 boulevard Joseph II, L-1840 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. 4.091.950-001 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 all Claims provided that their date of occurrence is prior to the effective termination date of Policy No. 4.091.950-001.