

## APPENDIX 01

### Pre-contractual and contractual documents given to the Insured - IPID, FIC, NI

#### Meetch reimbursement insurance

##### Insurance product information document

Company: Seyna, SA with capital of €1,115,800.42, whose registered office is at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the French Insurance Code.

Product : " Maritime Passengers Shuttles ticketing" insurance policy


This information document is a summary of the main coverages and exclusions of insurance policy no. vr3n36 "Maritime Passengers Shuttles ticketing", the full information leaflet for which is available from the distributor and will be sent to you by email after confirmation that you have taken the policy out . It does not take into account your specific needs and requests.


##### What type of insurance is it?

The "Maritime Passengers Shuttles ticketing" insurance is an optional group damage insurance policy designed to cover the impossibility of reaching a place of embarkation specified at the time of purchase of the maritime transport ticket due to certain events.



##### What is insured?

Covers preceded by a tick  are systematically included in the contract.


 The refund of the ticket if it is impossible to reach the place of embarkation for the Sea Carriage booked in the cases listed (see article 3.1 of the information leaflet).

##### Limits of warranty :

- **With or without supporting document(s) (30% discount on the purchase price including taxes if no supporting document is provided) ;**
- **Up to €3,000 per basket (all tickets purchased by the Policyholder).**



##### What is not insured?

 Cancellation of the sea crossing or postponement or modification of the date, place, timetable, scheduling or organisation of the sea transport initially booked, by the organiser of the sea transport or the sea transport company.



##### Are there any exclusions to cover?

Main exclusions :

- ! Suicide and attempted suicide;
- ! Accidents or illnesses existing prior to joining the insurance contract ;
- ! Loss of insured transport tickets;
- ! Wilful misconduct;
- ! Negligence;
- ! Events of which the Policyholder was aware before taking out the policy ;
- ! Error in entering the choice of ticket and/or error in entering the order;
- ! The impossibility of access to the place of embarkation or sea embarkation due to the non-presentation of a valid health or

vaccination pass for each holder of a sea transport ticket;

- ! Failure to comply with the health regulations introduced by the government and in force at the time of purchase of the travel ticket for access to all types of places open to the public;
- ! Epidemics and pandemics as defined by the Ministry of Health or the WHO.

**Notwithstanding the exclusion "Epidemics, pandemics, as defined by the French Ministry of Health or by the WHO", cover is provided if the Policyholder is unable to attend the event due to contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants), resulting in either medical treatment or isolation in the absence of symptoms. In this case, reimbursement is only eligible on presentation of proof. No request without proof will be accepted.**



#### Where am I covered?

Throughout the world for Tickets for sea transport eligible for cover. However, compensation can only be paid in euros.



#### What are my obligations?

- **At the time it taken out:**
  - pay the insurance premium.
- **In the event of a claim :**
  - report any claim within the time limits and in accordance with the procedures set out in Article 7 of the information notice



#### When and how do I make payments?

The insurance premium is paid by the policyholder in full at the same time as the maritime transport is booked.



#### When does the cover begin and when does it end?

Cover takes effect immediately after the policyholder validates the Cover at the time of purchase of the insured Transport Tickets and payment of the premium to the distributor.

Cover ends on the day and time of the booked sea transport.



#### How can I cancel the contract?

The policy is terminated before its normal expiry in the following cases:

- If the Cover limits are reached ;
- In the event of cancellation of the sea crossing booked ;
- In all other cases covered by the Insurance Code.

The request must be made to the Managing Broker.

**Information and advice sheet  
prior to taking out the insurance contract  
" Maritime Passengers Shuttles ticketing"**

You have just bought one or more tickets for maritime transport and you want to protect yourself against certain events that could prevent you (or your loved ones) from boarding the reserved maritime shuttle.

With regard to the information you have provided us about your insurance requirements, we feel that "Maritime Passengers Shuttles ticketing" insurance seems to us to be a solution that meets your needs.

The "Maritime Passengers Shuttles ticketing" insurance derives from group damage insurance policy no.vr3n36 underwritten by:

- **Phenomen in the name of and on behalf of its shipping company clients or maritime transport organisers**, a SASU with capital of €10,000, whose registered office is at 141 avenue de Wagram 75017 Paris, registered with the Paris RCS under no. 833 740 699 and with the ORIAS under no. 18 000 514 [www.orias.fr](http://www.orias.fr) (hereinafter referred to as the "Policyholder");
- With **Seyna**, SA with capital of €1,115,800.42, whose registered office is at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered with the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the Insurance Code (hereinafter referred to as "the Insurer");
- Distributed by **Latitute Verte**, SARL with capital of €80.000, whose registered office is located Rue du Ceinturon– Ayguade Ceinturon 83400 Hyères les Palmiers, registered with the Toulon Trade and Companies Register under number 839 725 843, as an ancillary insurance intermediary with a derogation in accordance with Article L.513-1 of the French Insurance Code (hereinafter the "Distributor") ;
- And managed by **Phenomen**, a SASU with capital of €10,000, whose registered office is at 141 avenue de Wagram 75017 Paris, registered with the Paris RCS under no. 833 740 699 and with the ORIAS under no. 18 000 514 [www.orias.fr](http://www.orias.fr) (hereinafter the "Broker Manager").

Phenomen and Seyna are subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest CS 92549 75436 Paris Cedex 09.

The Distributor is remunerated in the form of commission. The Distributor does not offer a personalised recommendation service. Phenomen is paid on a commission basis.

**Covers\* :**

**Insured events :**

- Bodily injury or illness of one of the Insured ;
- Bodily injury, illness or death of the legal or de facto spouse of one of the Insureds, their partner in a civil partnership (PACS), one of their ascendants or descendants up to the second degree, or one of their brothers or sisters;
- Complication of pregnancy ;
- Birth of a child or grandchild of the Insured ;
- Public transport strike on the day of the reserved sea crossing ;
- Significant material damage to the Insured's Home or business premises;
- Convening of the insured person as a jury member or witness;
- Convening of the insured person to a resit/makeup examination;
- Work requirements of the Insured ;
- Theft of the Insured's identity papers in order to travel to the place of embarkation specified when the maritime transport Tickets were purchased in order to carry out the maritime transport booked;
- Theft of the Insured Ticket(s) by forcible entry or assault ;
- Immobilisation of the Insured's vehicle until the day after the day of the booked sea transport.

**Scope of your cover :**

All insured sea tickets (up to a maximum of €3,000 per basket) will be reimbursed if you provide all the supporting documents requested.

A discount of 30% will be applied to the reimbursement of the purchase price (including tax) of your insured maritime transport tickets (up to a limit of €3,000 per basket) if you do not provide the supporting documents requested.

Please note: Reimbursement for Covid 19 contamination is only eligible on presentation of supporting document(s). No claim without supporting documents will be accepted.

*\* The full description of the "Maritime Passengers Shuttles ticketing" insurance and its exclusions can be found in the attached information notice, which we invite you to read carefully before deciding whether or not to take out cover.*

**Exclusions :**

Claims caused by the following events are excluded:

- Error in entering the choice of ticket for transport and/or ancillary services and/or error in entering the order, i.e.: error in the number of tickets, error in the date, error in the place, error in the choice of seat category, duplicate purchase of tickets by the Insured or by a third party on behalf of the Insured at the time of reservation;
- Cancellation of the sea crossing booked or postponement or modification of the date, place of embarkation for the sea crossing, timetable or organisation of the sea crossing booked initially;
- Accidents or illnesses that have been first diagnosed, treated, relapsed or hospitalisation prior to the date of Enrolment in the Contract ;
- Illnesses requiring psychological treatment with medication and/or psychotherapy (including nervous breakdowns) except where they result in hospitalisation for more than 4 days consecutive ;
- Suicide, attempted suicide ;
- The impossibility of access to the place of embarkation or to embarkation itself due to the non-presentation of a valid health or vaccination pass for each holder of an insured transport ticket;
- Failure to comply with the health regulations introduced by the government and in force for access to all types of premises open to the public;
- Malfunctions of the booking platform;
- Loss of the insured Tickets;
- Loss of the Insured's identity papers ;
- Tickets controlled by any means by the organisers of the sea crossing or by the shipping company;
- Theft of insured tickets committed without forcible entry or assault ;
- Aesthetic treatments, cures ;
- In vitro fertilisation ;
- Periodic medical examinations for check-ups or observation ;
- Epidemics, pandemics as defined by the Ministry of Health or the WHO, pollution, strikes (other than public transport strikes covered by the cover), natural disasters, riots, popular movements ;
- Wilful or fraudulent misconduct committed by the Insured ;
- Negligence of the Insured ;
- Events of which the Insured is aware at the time of taking out the Contract as likely to trigger the cover ;
- Criminal proceedings against the Insured ;
- Non-presentation, for any reason whatsoever, of one of the documents required to collect the Ticket(s) covered, except in the case of Theft of identity papers as provided for in Article 3.1 ;
- Acts of war or civil war and similar events, riots, internal disturbances, acts of politically motivated violence, terrorist attacks or acts, strikes, lock-outs and industrial disputes, expropriations or interventions assimilated to expropriations, seizures, withdrawals, decrees or other interventions by a higher authority, as well as damage resulting from natural disasters or nuclear energy;

Any Insured who appears on any official, government or police database of persons known or presumed to be terrorists, any Insured who is a Policyholder of a terrorist organisation, a drug trafficker or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons is always excluded from cover.

**COVER Covid-19 or its variants :**

Notwithstanding the exclusion "Epidemics, pandemics, as defined by the Ministry of Health or by the WHO", cover is provided if the Insured is unable to reach the place of embarkation for the reserved sea crossing indicated at the time of purchase of the sea ticket due to contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants) and resulting either in medical treatment or isolation in the absence of symptoms. Cover is extended to "contact case" persons living in the same household (contact cases strictly limited to the following persons: the legal or de facto

**spouse of one of the Insureds, his or her partner under a PACS, one of his or her ascendants or descendants up to the second degree).**

**Duration:**

From the date of enrolment until the date and time of the booked sea transport.

**Price :**

The amount of the premium depends on the total amount (including tax) of the number of tickets purchased by the Policyholder. The amount of the premium is indicated to the Policyholder before he/she agrees to take the policy out , and then, once it has been taken out, it is stated in the Insurance Certificate.

The insurance premium is paid by the Policyholder in full at the same time as the maritime transport is booked with the Distributor.

**Termination of the Policy:**

In the event of subscription via the website of the shipping company or the organiser of the maritime transport, whose contact details are available on its website, in accordance with article L.112-2-1 of the French Insurance Code, you may cancel your subscription, without having to justify your decision or pay any penalties, within fourteen (14) calendar days of the date of receipt of your contractual documents by logging on to your customer area on the managing broker's website.

Sample waiver letter :

*"I, the undersigned, Surname, First name and Address, hereby renounce my subscription to Maritime Passengers Shuttles ticketing. Date and place, Signature".*

The Managing Broker, in the name and on behalf of the Insurer, will then reimburse the insurance premium paid at the time of enrolment.

However, if you ask to benefit from the Cover during the waiver period, in accordance with the conditions set out in the Policy Schedule, you will no longer be able to exercise your right of waiver, as this declaration constitutes your agreement to the performance of the Contract.

**Complaints**

If the Policyholder is not satisfied, he/she can send a complaint to the Complaints Department of the managing Broker, which can be contacted as follows:

- by email: [reclamation@meetch.io](mailto:reclamation@meetch.io)
- by post: PHENOMEN - 141, avenue de Wagram - 75017 PARIS.

From the date on which the claim is sent, the Complaints Department concerned undertakes to acknowledge receipt of the claim within 10 working days and, in any event, to respond to the claim within a maximum of 2 months.

The above procedure does not apply if the court has been seized of the dispute, either by the Policyholder or by the Insurer.

If the disagreement persists after the reply given by the Insurer or the managing broker, the Policyholder may seek the opinion of the Insurance Mediator, who may be contacted as follows:

- Online at [www.mediation-assurance.org](http://www.mediation-assurance.org)
- By post to: La Médiation de l'Assurance TSA 50110 75441 PARIS CEDEX 09.

Referral to the Insurance Ombudsman is free of charge, but only after you have sent us a written complaint.

The provisions of this paragraph are without prejudice to other legal remedies.

**Applicable law**

The language used throughout the membership period is French.

The pre-contractual relationship and the Notice are governed by French law. The French courts will have jurisdiction in any dispute arising from the enforcement or interpretation of the Notice. The language used throughout the duration of the subscription is French, which takes precedence over any other language into which the Information Memorandum may have been translated.

## MARITIME PASSENGERS SHUTTLES TICKETING- Information Notice

Information notice for optional group non-life insurance contract no. vr3n36 " Refund Insurance meetch" (hereinafter referred to as the "Contract") underwritten by :

- **Phenomen in its own name and in the name and on behalf of its shipping company clients**, a SASU with capital of €10,000, whose registered office is at 141 avenue de Wagram 75017 Paris, registered with the Paris Trade and Companies Register under no. 833 740 699 and with the ORIAS under no. 18 000 514 [www.orias.fr](http://www.orias.fr) (hereinafter referred to as the "Policyholder");
- With **Seyna**, SA with capital of €1,115,800.42, whose registered office is at 20 bis rue Louis-Philippe, 92200 Neuilly sur Seine, registered with the Nanterre Trade and Companies Register under no. 843 974 635, a company governed by the Insurance Code (hereinafter referred to as "the Insurer");
- Distributed by **Latitute Verte**, SARL with capital of €80.000, whose registered office is located Rue du Ceinturon–Ayguaude Ceinturon 83400 Hyères les Palmiers, registered with the Toulon Trade and Companies Register under number 839 725 843, as an ancillary insurance intermediary in accordance with article L.513-1 of the French Insurance Code (hereinafter the "Distributor");
- And managed by **Phenomen**, a SASU with capital of €10,000, whose registered office is at 141 avenue de Wagram 75017 Paris, registered with the Paris RCS under no. 833 740 699 and with the ORIAS under no. 18 000 514 [www.orias.fr](http://www.orias.fr) (hereinafter the "Broker Manager").

The Insurer and the Managing Broker are subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest 75436 Paris Cedex 09.

The Managing Broker, acting under the trade name "MEETCH", has been appointed by the Insurer to manage the Contract in respect of both enrolment and claims.

The Managing Broker can be contacted in the following ways:

- on the website: [www.meetch.io](http://www.meetch.io)
- by post: 141, avenue de Wagram - 75017 PARIS

### 1 Definitions

**Accident:** Any sudden, unforeseeable event resulting from an external cause, whether or not provoked by the Insured, and damaging the Insured's Home or business premises.

**Bodily injury:** sudden deterioration in health resulting from the sudden action of an external cause not intentional on the part of the victim, established by a medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

**Policyholder:** The adult natural person who has bought an insured Ticket and has taken out the Policy and is identified as such in the Acceptance Certificate.

**Assault:** Any threat or physical violence exerted by a Third Party with a view to depriving the Policyholder or the Insured of the insured Ticket.

**Insured:** Any person benefiting from an insured Ticket.

**Medical authority:** Any person who holds a medical or surgical diploma valid in the country where the Serious Bodily Injury or Serious Illness is diagnosed and who is authorised to practise.

**Insured Ticket:** Ticket or right of carriage and its ancillary services if such services have been purchased at the same time as the ticket, for a maximum amount of €700 per unit for maritime carriage in Metropolitan France or in any other country of the European Union within the limit of the cover ceiling. Only Tickets with a fixed date of carriage may be insured.

**Acceptance Certificate:** The document sent by e-mail by the Broker Manager to the Policyholder to confirm his/her acceptance for the Policy.

**Residence:** The main and usual place of residence of the Insured.



**Material damage:** Any total or partial destruction or deterioration, externally visible, of the Insured's Home or business premises caused by an Accident.

**Cover:** The insurance Cover relating to the Contract.

**Illness:** A sudden and unforeseeable deterioration in health certified by a medical authority, leading to the issue of a prescription for medication for the patient and involving the temporary or permanent cessation of all professional or other activities.

**Claim:** Event liable to trigger the Cover.

**Third party:** Any natural person other than the Insured, his/her spouse or partner, his/her civil union partner, his/her ascendants or descendants.

**Sea crossing/transport: the booked and Covered sea journey, between Metropolitan France and the French or European coastal islands, for which the insured Ticket has been purchased by the Insured from the Distributor.**

**Theft:** fraudulent dispossession by a Third Party of the insured Ticket by breaking and entering or by assault.

**Theft by assault:** Theft by means of threats or violence by a third party;

**Theft by forcible entry:** Theft by forcing or destroying any locking device of an enclosed and covered immovable property, a dwelling or a vehicle. The use of false keys, improperly obtained keys or any instrument that can be fraudulently used to operate a locking device without forcing it or damaging it is treated in the same way as breaking and entering.

## 2. Subscription terms

### 2.1 Who can take out the Policy?

Any natural person of legal age who has purchased one or more SeaTransport Tickets from the Distributor.

### 2.2 How do you take out the Policy?

The natural person of legal age who wishes to benefit from the Cover for the Ticket(s) purchased must subscribe to the Contract by giving their consent to the insurance offer at the same time as purchasing the insured Transport Ticket online on the website of the shipping company or the organiser of the maritime transport, after having read the standardised information document, the information and prior advice sheet and this information notice and having accepted the terms thereof.

All the aforementioned documents as well as the invoice certifying payment of the purchase price, inclusive of all taxes, of the Tickets must be kept on a durable medium. These documents may be sent by post on request.

### 2.3 Proof the policy has been taken out

The data in electronic form kept by the Insurer or any agent of its choice shall be deemed to have been signed by the Policyholder, shall be enforceable against him and may be accepted as proof of his identity and of his consent to the insurance offer and to the terms of this Information Memorandum.

### 2.4 Confirmation of taking out the Policy

The Broker Manager will send the Policyholder, by e-mail, an Acceptance Certificate and this Information Memorandum as well as, as a reminder, the pre-contractual information documents, which the Policyholder also undertakes to keep on a durable medium.

### 2.5 Cancellation of the policy

In the event of online enrolment on the website of the shipping company or the organiser of the maritime transport, in accordance with article L.112-2-1 of the French Insurance Code, the Policyholder may cancel his/her subscription to the Contract within 14 days of accepting the contract and receiving the relevant contractual documents, simply by cancelling his/her insurance application in his/her customer area on the Managing Broker's website and may use the following model: *"I, the undersigned, Surname, First Name and Address, hereby cancel my subscription to the "Passenger Shuttle Tickets" Insurance no. vr3n36. Date and Place, Signature"*.

Cancellation takes effect at the time of notification of the waiver.

The Managing Broker, in the name and on behalf of the Insurer, will then reimburse the insurance premium paid at the time of enrolment.

However, if the Insured requests to benefit from the Cover during the waiver period, under the conditions set out in the Policy Wording, he/she may no longer exercise his/her right of waiver, as this declaration constitutes his/her agreement to the performance of the Contract.

## 3. Purpose and limits of the Cover

Claims involving the insured Ticket are covered subject to the exclusions, limits of the Cover and compliance with the notification periods and formalities stipulated in this information notice.

The Cover shall apply only if the Policy is in force on the date of occurrence of the Claim.

### 3.1 Purpose of the Cover

If you are unable to travel to the place of embarkation for the reserved Sea Carriage covered by the insured Ticket during the period of validity of the Cover (specified in Article 5 of this Policy), the insured Ticket will be reimbursed under the conditions defined in Article 8 of this Policy for one of the following causes:

- **Bodily injury, illness of one of the Insured**, resulting in the inability to reach the place of embarkation to carry out the booked Maritime Transport;
- **Bodily injury, illness or death of the legal or de facto spouse** of one of the Insureds, of his/her partner in a PACS, of one of his/her ascendants or descendants up to the second degree, or of one of his/her brothers or sisters, resulting in the inability to go to the place of embarkation to carry out the reserved Maritime Transport;
- **Complication of the Insured's pregnancy** requiring her to remain in bed on the day of the booked sea transport, even if the state of pregnancy was known at the time of Enrolment in the Contract;
- **Birth of a child or grandchild** of the Insured, occurring in the 7 days prior to the Sea Carriage;
- **Public transport strike** on the day of the booked Sea Crossing, i.e. cessation of the public transport initially planned to get to the place of embarkation of the booked Sea Carriage as a result of strike action, provided that there is no other means of public transport available to get to the place of embarkation specified when the Sea Carriage was booked or insofar as any other means of public transport available doubles the initial journey time with a minimum of 30 minutes extra;
- **Major property damage**, occurring after the Contract was taken out, affecting the Insured's Home or the business premises or farm of which the Insured is the owner, tenant or occupier free of charge, insofar as this material damage absolutely requires the presence of the Insured on the premises on the day of the reserved sea transport, in order to carry out the necessary protective measures;
- **Summoning of the Insured for jury service or a witness** for the day of the Reserved Maritime Transport, provided that the Insured was not aware of this summons at the time the Contract was taken out;
- **Summoning of the Insured for re-sit an exam** for the day of the booked Sea Carriage on condition that the failure of the examination and the date of the make-up examination are not known to the Insured at the time of Enrolment in the Contract;
- **Work requirement of the Insured**, i.e. the obligation for the Insured to be at work or at a professional appointment with a supplier or a customer at the time of the Reserved Maritime Transport, on condition that this professional constraint was not known to the Insured at the time of Enrolment in the contract;
- **Theft of identity papers (identity card or passport)** essential for the Insured to go to the place of embarkation indicated at the time of purchase of the Sea Carriage or to collect his/her insured Ticket, occurring in the month preceding the Sea Carriage, prior to the purchase of the Carriage Ticket and provided that this theft is the subject of a complaint lodged with the competent police authorities;
- **Theft of one or more insured Tickets** committed by breaking and entering or by assault, provided that the theft is reported to the competent police authorities;
- **Immobilization of the Insured's vehicle** until the day after the day of the booked sea crossing, provided that it is the result of a road accident or mechanical breakdown (excluding fuel breakdown), occurring in the 24 hours prior to the day of the booked sea crossing and requiring the intervention of a breakdown mechanic;
- **Any other random event preventing the Insured from reaching the place of embarkation or the sea embarkation specified when purchasing the Ticket from the organizer of the maritime Transport or the maritime transport company to carry out the said transport**, provided that it is the result of an unintentional circumstance on the part of the Insured or a Policyholder of his/her family, unforeseeable, unknown on the day of Application for the Contract and resulting from the action of a cause external to the Insured.

### 3.2 Limits of the Cover

1 (one) single Claim per Insured Ticket during the period of validity of the Cover (specified in Article 5 of this Policy) up to a limit of €3,000 per basket (all tickets purchased by the Policyholder).

In the event of contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants), reimbursement will only be made on the basis of a request with supporting document(s) (100% reimbursement). Requests for reimbursement without supporting documents will not be accepted.



#### 4. Exclusions

Claims caused by the following events are excluded:

- Error in entering the choice of transport ticket and/or error in entering the order, i.e.: error in the number of tickets, error in the date, error in the place, error in the choice of seat category, duplicate purchase of tickets by the Insured or by a third party on behalf of the Insured at the time of reservation;
- Cancellation of the Sea Carriage booked itself or the postponement or modification of the date, place, timetable or organisation of the Sea Carriage booked initially;
- Accidents or illnesses initially diagnosed, treated, relapsed or treated again hospitalisation prior to the date of Enrolment in the Contract ;
- Illnesses requiring psychological treatment with medication and/or psychotherapy (including the nervous breakdown) except where they have resulted in hospitalisation for more than 4 consecutive days;
- Suicide, attempted suicide ;
- The impossibility of access to the place of embarkation or to the maritime embarkation to carry out the reserved maritime Transport due to the non-presentation of a valid health or vaccination pass for each holder of an insured Ticket;
- Failure to comply with the health regulations introduced by the government and in force for access to all types of premises open to the public;
- Malfunctions of the booking platform;
- Loss of the insured Tickets;
- Loss of the Insured's identity papers ;
- Tickets controlled by any means by the organisers of the sea crossing or by the shipping company;
- Theft of insured tickets committed without forcible entry or assault ;
- Aesthetic treatments, cures ;
- In vitro fertilisation ;
- Periodic medical examinations for check-ups or observation ;
- Epidemics, pandemics as defined by the Ministry of Health or the WHO, pollution, strikes (other than public transport strikes covered by the cover), natural disasters, riots, popular movements ;
- Wilful or fraudulent misconduct committed by the Insured ; Negligence of the Insured ;
- Negligence of the Insured ;
- Events of which the Insured is aware at the time of taking out the Contract as likely to trigger the Cover ;
- Criminal proceedings against the Insured ;
- Non-presentation, for any reason whatsoever, of one of the documents required to collect the Ticket(s) covered, except in the case of Theft of identity papers as provided for in Article 3.1 ;
- Acts of war or civil war and similar events, riots, internal disturbances, acts of politically motivated violence, attacks or acts of terrorism, strikes, lockouts and industrial disputes, expropriation or action assimilated to expropriation, seizures, withdrawals, decrees or other interventions by a superior authority, as well as damage resulting from natural disasters or nuclear energy;

Any Insured who appears on any official, government or police database of persons known or presumed to be terrorists, any Insured who is a Policyholder of a terrorist organisation, a drug trafficker or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons is always excluded from cover.

#### COVER Covid-19 or its variants :

Notwithstanding the exclusion "Epidemics, pandemics, as defined by the Ministry of Health or by the WHO", cover is provided if the Policyholder is unable to reach the place of embarkation for the reserved sea crossing indicated when purchasing the Sea Ticket due to contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants) and resulting either in medical treatment or isolation in the absence of symptoms. Cover is extended to "contact case" persons living in the same household (contact cases strictly limited to the following persons: the legal or de facto spouse of one of the Insureds, his or her partner under a PACS, one of his or her ascendants or descendants up to the second degree).

#### 5. Period of validity of the Cover

The Cover takes effect immediately after the Policyholder has validated the said Cover at the time of purchase of the insured Sea Tickets and payment of the premium to the Distributor.

In the event of contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants):

- For contact cases and asymptomatic cases, cover is limited to the isolation period as defined by the Ministry of Health on the date of discovery of the positive test result (the date of sea transport shown on the insured ticket(s) must be included in the isolation period).
- For symptomatic positive cases, cover is limited to the period of treatment and/or home delivery and/or hospitalisation (the date of sea transport shown on the insured ticket(s) must be included in this period).

The Cover ceases:

- Automatically on the date and time of the reserved sea transport;
- If the waiver period is exercised under the conditions set out in article 2.5;
- In all other cases covered by the Insurance Code.

## 6. Insurance premium

The amount of the premium depends on the total amount (including tax) of the number of Transport Tickets and ancillary services purchased by the Policyholder. The amount of the premium is indicated to the Policyholder before he/she agrees to take out and then, once it has been taken out, it is stated in the Insurance Certificate.

The insurance premium is paid by the Policyholder in full to the Distributor at the same time as the reservation of the Maritime Transport Ticket.

## 7. Declaration of claim and supporting documents

### 7.1 How do I report a Claim?

The claim must be reported within 5 days of the Policyholder becoming aware that he/she is unable to reach the place of embarkation to carry out the reserved Maritime Transport, except in the case of fortuitous events or force majeure.

Claims must be reported to the managing broker in the following manner:

- By email to [contact@meetch.io](mailto:contact@meetch.io)
- Via the online form, the access link for which is provided in the policyholder confirmation email
- By post, by sending your claim to Phenomen / Remboursement meetch - 141, avenue de Wagram 75017 Paris.

If the Policyholder does not respect this time limit for declaring the Claim and if the Insurer proves that this delay has caused him prejudice, the Policyholder will not benefit from the Cover (article L 113-2 of the Code des Assurances).

### 7.2 What supporting documents should be provided?

To obtain compensation for a Claim, the Policyholder must provide the following supporting documents:

- In all cases, except in the case of an Electronic Ticket: The original of the Insured Ticket(s) unless the Insured Ticket(s) could not be collected and unless the Insured Ticket(s) has/have been stolen;
- If the insured Tickets could not be collected or if the insured Tickets were stolen: Proof of payment (invoice, bank statement, etc.);
- In the event of a serious bodily Accident or Illness: Initial medical certificate specifying the date and nature of the accident or illness. The medical certificate must be drawn up by a medical authority that is a Third Party to the Insured ;
- In the event of contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants): if the Policyholder is affected: the result of his/her screening test for SARS-Cov-2 or its variants. If it is one of the people in the household who is affected: the positive test result of the person concerned and proof of parentage, given that the beneficiaries of the cover and known as "contact cases" are only the Policyholder's de jure or de facto spouses, the Policyholder's partner under a PACS, the Policyholder's ascendants up to the second degree, and the Policyholder's children. In the absence of proof of filiation, proof of address (rent receipt, tax notice, title deed, electricity receipt, mobile phone bill - limitative list) showing the Policyholder's name and/or address. Where applicable, a sworn statement to the effect that the de facto spouse lives under the same roof as the Policyholder;
- In the event of death: Copy of death certificate ;
- In the event of a complication of pregnancy: Medical certificate stating that the Insured must be confined to bed on the day of the booked sea transport. The medical certificate must be issued by a Medical Authority that is a Third Party to the Insured;
- In the event of birth: Copy of the birth certificate.

- In the event of a public transport strike: Proof of address and proof from the public transport company that the original journey time has been doubled by at least 30 minutes.
- In the event of major material damage: Copy of the claim form submitted to the insurer of the property affected.
- If summoned to jury service or to be a witness or to re-sit an exam: Copy of the official summons.
- In the event of work requirements: Copy of the mission order drawn up by the Insured's employer. The travel order must be drawn up on paper or by email on the company's letterhead, including the company's SIREN number;
- In the event of theft of identity papers or theft of the insured Ticket(s): Copy of the police report;
- If the Insured's vehicle is immobilised: Copy of the breakdown/towing invoice;
- For any other random event: Any information requested by the Managing Broker to enable it to establish the nature of the event and the circumstances in which it occurred.

All supporting documents relating to the Claim must be sent to the handling Broker via the channels indicated in Article 7.1.

**In addition, the Policyholder must provide the Managing Broker with any document that the Insurer considers necessary to assess the validity of his claim for compensation.**

**If it considers it necessary, the Insurer may request the opinion of an expert or an investigator to assess the Claim.**

**If, in bad faith, the Insured uses inaccurate documents as supporting documents, uses fraudulent means or makes inaccurate or incomplete declarations, the Cover will not be granted to the Policyholder and the insurer will be entitled to retain the premiums paid.**

**The Insurer reserves the right to take legal action before the criminal courts.**

## **8. Indemnity terms**

Insofar as cover is acquired, the price of the insured Ticket, less any amounts reimbursed by the organizer of the sea transport or the sea transport company, will be reimbursed in full to the Policyholder by bank transfer, within 48 hours of the date on which the Handling Broker is in possession of all the supporting documents relating to the Claim, up to the limit of the cover specified in article 3.2.

If the Insured fails to send the necessary supporting document(s), a discount of 30% will be applied to the purchase price (including tax) of the insured Ticket.

In the event of contamination with Covid-19 (SARS-CoV-2 or coronavirus 2019 or its variants), reimbursement will only be made on the basis of a request with supporting document(s) (100% reimbursement). Requests for reimbursement without supporting document(s) will not be accepted.

Once compensation has been paid, the insured Transport Tickets automatically become the property of the Insurer (article L121-14 of the Insurance Code).

## **9. Complaints - Mediation**

If the Policyholder is not satisfied, he/she may submit a claim to the Managing Broker's Claims Department, which can be contacted as follows:

- by email: [reclamation@meetch.io](mailto:reclamation@meetch.io)
- by post: PHENOMEN - 141, avenue de Wagram - 75017 PARIS.

From the date on which the complaint is sent, the Complaints Department concerned undertakes to acknowledge receipt of the complaint within 10 working days and, in any event, to respond to the complaint within a maximum of 2 months.

The above procedure does not apply if the dispute has been referred to a court by either the Policyholder or the Insurer.

If the disagreement persists after the response given by the Insurer or the Managing Broker, the Policyholder may seek the opinion of the Insurance Mediator, who may be contacted as follows:

- Online at [www.mediation-assurance.org](http://www.mediation-assurance.org)
- By post to: La Médiation de l'Assurance TSA 50110 75441 PARIS CEDEX 09.

Referral to the Insurance Ombudsman is free of charge, but only after you have sent us a written complaint.

The provisions of this paragraph are without prejudice to other legal remedies.

## **10. Miscellaneous provisions**

**Territoriality:** Cover is acquired by the Policyholder for Claims occurring anywhere in the world. Compensation will be paid at the Policyholder's place of residence.



**Applicable law and language used:** the Contract is governed by French law. The language applicable to the Contract is French. The language used throughout the duration of the subscription is French, which takes precedence over any other language into which the Information Memorandum may have been translated.

**Subrogation:** As authorised by Article L 121-12 of the Insurance Code, the Insurer may take action against the party responsible for the Loss to obtain reimbursement of the compensation paid to the Policyholder.

**Plurality of insurances :** In accordance with the provisions of Article L121-4 of the Insurance Code, when several insurance policies are taken out without fraud, each of them produces its effects within the limits of the cover provided by each policy, and in compliance with the provisions of Article L121-1 of the Insurance Code.

**Misrepresentation:** Any misrepresentation made by the Policyholder in connection with a Claim exposes him/her, if his/her bad faith is proven, to the nullity of his/her Policyholder and therefore to the loss of his/her right to cover, although the insurance premium is retained by the Insurer.

**Data Protection:**

The Policyholder is expressly informed that his/her personal data is processed by the Insurer and the Broker for the purposes of executing the Cover taken out. The Insurer and the Broker act as joint data controllers within the meaning of the European Data Protection Regulation.

In this respect, the Insurer processes identification data, data relating to the management of the insurance contract, claims and insurance products taken out. This data is processed for the purposes of taking out, managing and executing the Cover, including the management of contracts, the execution of contractual Covers, the management of claims, pre-litigation, litigation and the defence of its rights, as well as the implementation of due diligence obligations as part of the fight against money laundering and the financing of terrorism, the freezing of assets, the fight against the financing of terrorism and financial sanctions, including the triggering of alerts and declarations of suspicion and the implementation of measures to combat insurance fraud. The legal bases for the processing carried out are the performance of the insurance contract, the Insurer's legitimate interest in preventing and processing fraud or compliance with legal obligations. As a general rule, personal data is kept for the time necessary to achieve the objectives pursued. In any event, the Policyholder's data is kept for the entire duration of the insurance contract, plus 5 years in the archives.

This information is intended exclusively for the Insurer and the Managing Broker (and their agents) for the purposes of executing the Cover. It may also be disclosed to any public or private body in order to comply with legal obligations. The Insurer may also have recourse to subcontractors in order to entrust them with all or part of the processing.

The Managing Broker has been entrusted with the management of the Insurance Contract and is therefore the Policyholder's main point of contact for any questions or requests.

Policyholder have the right to access, oppose, rectify, limit, port and delete information concerning them. The Policyholder also has the right to lodge a complaint with the competent supervisory authority.

Policyholder are invited to exercise their rights by contacting the Broker Manager at the following email address: [dpo@meetch.io](mailto:dpo@meetch.io). For more information about the processing of personal data by the Insurer, the Policyholder is invited to consult the Insurer's Privacy Policy, which is available on request from [dpo@seyna.eu](mailto:dpo@seyna.eu).

Any false or irregular declaration may be the subject of specific processing designed to prevent or identify fraud and may lead to registration on a list of persons presenting a risk of fraud.

**Prescription:** Any action arising from the Contract and policyholder is prescribed by 2 years from the event giving rise to it. Prescription may be interrupted in particular by the appointment of an expert following a Claim or by the sending - by the Insurer or the Policyholder to the other party - of a registered letter with acknowledgement of receipt.

**Article L114-1 of the Insurance Code:** "All actions arising from an insurance contract are time-barred after two years from the event giving rise to them. However, this period does not run :

1° In the event of a concealment, omission, false or inaccurate statement about the risk, from the day the insurer became aware of it;  
2° In the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they were unaware of it until then. Where the insured's action against the insurer is based on recourse by a third party, the limitation period only runs from the day on which the third party brought legal proceedings against the insured or was compensated by the insured. [...]"

**Article L114-2 of the Insurance Code:** "The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim. The interruption of the limitation period may also result from the sending of a registered letter with acknowledgement of receipt by the insurer to the insured in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the indemnity".

The ordinary causes of interruption of prescription, referred to in Articles 2240 to 2246 of the Civil Code, are a writ of summons, even in summary proceedings, a commandment or seizure, as well as recognition by one party of the right of the other party.



**Article L114-3 of the Insurance Code:** "Notwithstanding article 2254 of the Civil Code, the parties to an insurance contract may not, even by mutual agreement, alter the duration of the limitation period or add to the grounds for suspending or interrupting it".