



PROTECT PLUS INSURANCE POLICY DOMESTIC APPLIANCES

The Policy comprises:

1. The Policy Wording
2. The Policy Schedule/Invoice dated and signed by the Dealer and the Insured.

MAURITIUS CIVIL CODE

The Insurance(s) described in the Policy is (are) governed by 'Livre III Titre Douzième Chapitre 3ème' of the Mauritius Civil Code save in respect of articles mentioned in Article 1983 – 12 which have been modified by the terms and conditions of the Policy.

In consideration of the premium having been paid by or on behalf of the Insured to the Insurer, the Insurer will, subject to the terms and conditions specified herein, provide the benefits set out in this Policy to the said Insured.

Please read this Policy carefully. This Policy contains all details of the insurance protection provided.

DEFINITIONS

Mechanical or Electrical Breakdown

The unserviceability of the covered appliance for a reason other than wear and tear, or normal deterioration causing a sudden stoppage of its function.

Cooling Off Period

The 14-day period from the start date of the Policy during which the Insured can cancel the insurance and obtain a refund of the premium less 10% handling and administration charge.

Territorial Limits

Cover is restricted to Mauritius.

The Insured

The Owner of the Appliance as named on the Policy Schedule/Invoice.

The Appliance

The Appliance detailed in the Policy Schedule /Invoice.

The Insurer

Mauritius Union Assurance Cy Ltd, Mauritius.

The Dealer/Agent

The Brandhouse Ltd - The Dealer/Agent from which the Insured acquired the Appliance.

The Administrator

Metro Management Services Ltd.

The Policy Schedule/Invoice

The invoice summarising your personal details and the cover given.

The Premium

The amount payable by the Insured for the insurance cover.

Authorised Repairer

The supplier/distributor that sold the Appliance or a repairer approved by the Insurer / Administrator.

Maximum Claim Liability

The Maximum Claim Liability is the Purchase price of the Appliance.

In case of refund, any repair costs previously incurred under this cover will be deducted from the purchase price of the appliance.

WHAT IS COVERED

This insurance will indemnify the Insured, for both parts and labour, based on the original purchase price of the appliance, if the appliance fails to operate, due to any sudden and unforeseen mechanical or electrical breakdown, not caused by or arising out of any exclusions mentioned here below, occurring during the validity of this insurance, after the expiry of the manufacturer's warranty, up to the Maximum Claim Liability stated in the Policy Schedule/Invoice.

CONDITIONS

The Policy Schedule/Invoice is the basis of and forms an integral part of the contract between the Insurer and the Insured for the Mechanical and Electrical Breakdown insurance covering the Appliance shown on the Policy Schedule/Invoice. This policy is to be read as one document and any word or expression used with a specific meaning has the same meaning wherever it appears.

- a. The Insurer's liability, provided that the premium has been paid or is agreed to be paid, will be subject to the limit stated on the Policy Schedule/Invoice.
- b. This Policy cannot be transferred to another Appliance
- c. This Policy has no cancellation value, except during the Cooling Off period. The Insurer shall not return any premium to the Insured in the event that this Policy is invalidated or if cover is no longer required.
- d. No repairs may be undertaken or commenced under the terms of the Policy without informing the Administrator. All repairs must be carried out by an Authorised Repairer. All claims must be supported with the relevant documentation. The Insurer reserves the right to examine the Appliance and subject it to independent assessment. The result of the assessment will determine the liability subject to the Maximum Claim Liability.
- e. If, after the Appliance has been presented for repair and has been dismantled in part or in full, it is discovered that the fault is not covered or is specifically excluded by this Policy, such dismantling and/or repair costs shall be borne by the Insured.
- f. If the Insured makes a claim, knowing the claim to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Policy shall be deemed to be voidable and the right to prosecute is reserved by the Insurer.
- g. The terms and conditions of this Policy cannot be altered or amended by any person except by specific written endorsement by the Insurer.
- h. This insurance will cover spares /parts cost towards repair or replacement and also labour charges.
- i. This insurance can only be obtained at time of purchase of product.
- j. The Insured must report the breakdown or failure within 10 days of its occurrence for it to be eligible for claims reimbursement under this insurance.
- k. Notwithstanding Exclusion 20) of the Policy, delivery of the appliance to the designated Authorised Repairers at the Insured's expense, risk and responsibility.
- l. The Original of the purchase receipt & or invoice should be presented to the Authorised Repairer for verification.
- m. Pick up after completion of repairs should be made from the Authorised Repairer on the specified date at the Insured's expense, risk and responsibility.
- n. This insurance is valid in Mauritius only.
- o. This insurance shall be governed by the laws of Mauritius and shall be subject to the exclusive jurisdiction of Mauritius.

- p. In case of dispute, should the Administrator fail to resolve the dispute to the satisfaction of all parties, the Insured shall be entitled to refer a complaint to the Insurer's Complaints Coordinator, mentioned in the Policy Wording
- q. In case of theft, repossession, sale of the insured appliance to another party or fraud, the cover will end immediately with no refund.
- r. The Insurer is entitled to replace the appliance with the same or similar appliance or proceed with a refund of the purchase price rather than repair the appliance should the repair be uneconomical or due to unavailability of parts. However the retail value of the replacement appliance will not exceed the purchase price of the faulty appliance. Once a warranted appliance has been replaced during the Extended Warranty period, the cover will end immediately with no refund. Following that, the original defective appliance will become Insurer's property.
- s. The Insurer is not liable for any incidental or consequential damage arising from breach of any express or implied warranty on the appliance by the insured, whether during the manufacturer's warranty or during the extended warranty period.
- t. The Insured is allowed a cooling off period of 14 days when the warranty can be cancelled if the Insured decides not to continue with the cover. The Premium less 10% handling and administration charges will be refunded to the Insured.
- u. Nothing in this Policy shall affect the rights of the Insured under the Consumer Protection Act 1991.

EXCLUSIONS

The Insurer will not accept any liability for:

- 1) Damage caused by non-approved alterations or modifications to the manufacturer's specification unless such alterations or modifications are approved by the Insurer in writing.
- 2) Any damage caused by war risks, sonic booms, nuclear radiation and terrorism.
- 3) Losses which are covered under the Appliance manufacturer's warranty or similar guarantee.
- 4) Loss or damage caused by wear and tear or normal deterioration.
- 5) Any defect that is not initially covered by manufacturer's or supplier's warranty.
- 6) Accessories used in or with the Appliance unless covered under a separate warranty contract.
- 7) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
- 8) Any defect caused as a result of improper usage, negligence, transit/transportation damage and wilful misuse.
- 9) Loss or damage caused by extraneous perils such as fire, explosion, flood, earthquake, accident, sand, water, or other natural calamities, voltage fluctuation, theft, attempted theft, malicious damage, and accidental damage.
- 10) Reception or transmission problems resulting from external causes/perils.
- 11) Video/audio head, plugs, batteries, control knobs, connecting cords, remote control, cartridges, cabinets, smart cards, dust bags, air/water filters, fuses, light bulbs, fluorescent tubes, related starters, attachments, cables, light covers or rain covers and other consumables as applicable.
- 12) Data/hardware corruption arising due to computer virus infection.
- 13) Modification/alteration of any sort made to the circuitry, original design of the appliance.
- 14) The Serial Number/Model Number of the set has been tampered with or removed.
- 15) Any defect caused by usage of wrong power supply, voltage, video head cleaning, corrosion, rust or stains or any problem with supply of electricity, gas or water.
- 16) Any appliance, which has been used for commercial or rental purposes.
- 17) Delay in repairs should necessary spare parts for repair be subject to import restrictions of a country.
- 18) Appliances being recalled by the manufacturer.

- 19) Claims arising from the failure to follow manufacturer's instructions.
- 20) Costs, if no fault is found in the appliance except that for non-portable appliance 2 free inspections and/or transport will be granted during policy period
- 21) Repairs carried out outside Mauritius.
- 22) Cosmetic damage including but not limited to damage to paintwork or dents or scratches.
- 23) Costs due to rust, corrosion or water damage.
- 24) Unauthorised repairs performed by third parties.
- 25) Loss or damage to recording media, software or data, software defects or software generated problems.
- 26) Any injury, loss or damage to a person or property, direct, consequential or incidental damages arising from the use of or inability to use the appliance.
- 27) Any appliance, which did not have a manufacturer's warranty at the time of purchase.
- 28) The cost of modifying any cupboards or storage unit and work surface where the appliance is built in and has become obsolete and a replacement has been supplied

Appliance Specific Exclusions:

Computers

1. Software, including the operating system and software added to the appliance, third party software or the reloading software.
2. Damage to or loss of data.
3. Problems that result from
 - a) External causes such as accident, abuse, misuse or problems with electrical power.
 - b) Usage that is not in accordance with the appliance instructions.
 - c) Failure to follow the appliance instructions or failure to perform preventive maintenance.
 - d) Using accessories, parts or components not supplied by the manufacturer.
4. Replaceable printer heads.
5. Damages caused by viruses.

Televisions

1. Costs due to unusual physical or electrical stress, burned screen or software interface problems.
2. Costs arising due to a failure to install the display in line with manufacturer's instructions.
3. Costs associated with gaining access to cables within the fabric of a building or wall.
4. Cost of repair of pixel failure, where the number of location is not in excess of the manufacturer's acceptable limit.
5. Wall mounted units if not fitted as per the manufacturer's recommendations.

Electrical Appliances

1. Costs for repair or replacement of parts arising due to failure to properly clean the appliance (including heads, internal cavities, user accessible filters).
2. Air Filters, Evaporator Coils, Condenser Coils, Remote Control.
3. Circuit Breakers, Voltage Stabilizer and Scanners.
4. Sheet Metal Parts, Thermo coil parts and all plastic parts.
5. Gas Charging.
6. Infestation by insects or vermin.
7. Incomplete installation or incorrect operation or incorrect voltage and, excessive use.
8. Any food or medicine loss due to product failure.
9. Loss or damage to ceramic or glass surfaces, oven liners.
10. Loss or damage to bags brushes and belts.
11. Scale damage to shower appliances.

LIMITATION OF LIABILITY

1. The total repair cost payable under this insurance shall not exceed the original purchase price of the appliance.
2. If the costs of repairing the appliance including the spare parts and labour are more than or equal to the purchase price of the appliance covered by this insurance, then the Insurer is entitled to consider the appliance as total loss and compensate the insured with the value of the appliance which is the original Purchase Price of the appliance as per condition r) of the Policy.

CANCELLATIONS

1. The Insurer reserves the right to cancel this insurance by registered letter addressed to the insured at the address stated in the Policy Schedule / Invoice. The cancellation will take effect 30 days from the posting of such a letter.
2. If the Insured makes a claim, knowing it to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Policy is deemed to be cancelled from inception without return of premium paid and the insured must return all claim payments received till such cancellation.

HOW TO MAKE A CLAIM

1. The Insured is required to contact the Administrator
Metro Management Services Ltd
Telephone: 210 1680
WhatsApp: 5 500 6205
Email Add – info@metro.intnet.mu
2. The Insured will have to take the appliance to the Dealer's Authorised Repairer or the Authorised Repairer authorized by the Administrator, along with the Policy Schedule / Invoice.
3. The Authorised Repairer will prepare an estimate/pre-authorization for a valid claim, to be approved by the Administrator.
4. Administrator will then authorize repair by means of a specific claim number and amount admissible.
5. The Insured will have to collect the appliance from the Authorised Repairer after repair. Any labour/parts/transport cost for repair beyond the scope of this policy have to be borne by the Insured.

HOW TO MAKE A COMPLAINT

MUA is committed to providing its customers with quality products and the highest standards of service. In case You feel you are not satisfied with one of our products or the service you have received, please follow these simple steps:

Step #1:

Kindly contact the department dealing with Your query in order to find a possible solution.

Step #2:

If **You** are still not satisfied with the response obtained, make a written complaint to Our Customer Care team, with as much detail as possible:

- the nature of complaint;
- summary of the main facts;
- dates of occurrence/(s);
- Insurance Policy No. (where applicable);
- name of Insured / policy holder;
- name of complainant;
- address & contact number;
- and other relevant details and supporting documents, where appropriate.

In accordance with The Ombudsperson for Financial Services Act 2018, please note that complaints should be sent by email to complaints@mua.mu or by post to the following address:

Customer Care

MUA, Level 2, Barkly Wharf, Le Caudan Waterfront, 11307, Port Louis

Complaints process:

- We will contact you by telephone upon receipt of your complaint to obtain any additional information required.
- We will respond to your complaints as per our established guidelines, in line with applicable legal and regulatory obligations.

Step #3:

Should **You** not be satisfied after receiving **MUA's** final response, **You** may refer your complaint to The Office of The Ombudsperson for Financial Services. The complaint must be made in writing and sent by email to ombudspersonfs@myt.mu or by post to the following address:

The Office of Ombudsperson for Financial Services

8th Floor, SICOM Tower

Wall Street

Ebène

You may refer to the following website for more information on the procedures established by the Ombudsperson for Financial Services Act 2018:

<https://www.bom.mu/about-bank/legislations/ombudsperson-financial-services-act-2018>



PROTECT PLUS INSURANCE POLICY MOBILE PHONES

The Policy comprises:

1. The Policy Wording
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MAURITIUS CIVIL CODE

The Insurance(s) described in the Policy is (are) governed by 'Livre III Titre Douzième Chapitre 3ème' of the Mauritius Civil Code save in respect of articles mentioned in Article 1983 – 12 which have been modified by the terms and conditions of the Policy.

In consideration of the premium having been paid by or on behalf of the Insured to the Insurer, the Insurer will, subject to the terms and conditions specified herein, provide the benefits set out in this Policy to the said Insured.

Please read this Policy carefully. This Policy contains all details of the insurance protection provided.

DEFINITIONS

Electrical, Mechanical and Electronic Breakdown

The unserviceability of the covered mobile phone due to an inherent defect, causing a sudden stoppage of its function, and not caused by wear and tear, misuse, or any other exclusions outlined in the policy.

Cooling Off Period

The 14-day period from the start date of the Policy during which the Insured can cancel the insurance and obtain a refund of the premium less 10% handling and administration charge.

Territorial Limits

Cover is restricted to Mauritius.

The Insured

The Owner of the Appliance as named on the Policy Schedule/Invoice.

The Mobile Phone

The Mobile Phone detailed in the Policy Schedule /Invoice.

The Insurer

Mauritius Union Assurance Cy Ltd, Mauritius.

The Dealer/Agent

The Brandhouse Ltd - The Dealer/Agent from which the Insured acquired the Mobile Phone.

The Administrator

Metro Management Services Ltd.

The Policy Schedule/Invoice

The invoice summarising your personal details and the cover given.

The Premium

The amount payable by the Insured for the insurance cover.

Authorised Repairer

The supplier/distributor that sold the Mobile Phone or a repairer approved by the Insurer / Administrator but in any case, in the mainland territory of Mauritius, excluding outlying regions and territories.

Maximum Claim Liability

The Maximum Claim Liability is the original Purchase price of the Mobile Phone. In the event of a refund, any repair costs previously incurred under this cover, will be deducted from the original purchase price of the Mobile Phone.

WHAT IS COVERED

This insurance will indemnify the Insured, for both parts and labour, based on the original purchase price of the Mobile Phone, if the Mobile Phone fails to operate, due to any sudden and unforeseen Electrical, Mechanical or Electronical Breakdown, not caused by or arising out of any exclusions mentioned here below, occurring during the validity of this insurance, after the expiry of the manufacturer's warranty, up to the Maximum Claim Liability stated in the Policy Schedule/Invoice.

CONDITIONS

The Policy Schedule/Invoice is the basis of and forms an integral part of the contract between the Insurer and the Insured for the Mechanical and Electrical Breakdown insurance covering the Appliance shown on the Policy Schedule/Invoice. This policy is to be read as one document and any word or expression used with a specific meaning has the same meaning wherever it appears.

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- b. This Policy cannot be transferred to another Mobile Phone
- c. This Policy has no cancellation value, except during the Cooling Off period. The Insurer shall not return any premium to the Insured in the event that this Policy is invalidated or if cover is no longer required.
- d. No repairs may be undertaken or commenced under the terms of the Policy without informing the Administrator. All repairs must be carried out by an Authorised Repairer. All claims must be supported with the relevant documentation. The Insurer reserves the right to examine the Mobile Phone and subject it to independent assessment. The result of the assessment will determine the liability subject to the Maximum Claim Liability.
- e. If, after the Mobile Phone has been presented for repair and has been dismantled in part or in full, it is discovered that the fault is not covered or is specifically excluded by this Policy, such dismantling and/or repair costs shall be borne by the Insured.
- f. If the Insured makes a claim, knowing the claim to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Policy shall be deemed to be voidable and the right to prosecute is reserved by the Insurer.
- g. The terms and conditions of this Policy cannot be altered or amended by any person except by specific written endorsement by the Insurer.
- h. This insurance will cover spares /parts cost towards repair or replacement and also labour charges.
- i. This insurance can only be obtained at time of purchase of product.
- j. The Insured must report the breakdown or failure within 10 days of its occurrence for it to be eligible for claims reimbursement under this insurance.
- k. Notwithstanding Exclusion 20) of the Policy, delivery of the appliance to the designated Authorised Repairers at the Insured's expense, risk and responsibility.
- l. The Original of the purchase receipt & or invoice should be presented to the Authorised Repairer for verification.
- m. Pick up after completion of repairs should be made from the Authorised Repairer on the specified date at the Insured's expense, risk and responsibility.
- n. This insurance is valid in Mauritius only.

- o. This insurance shall be governed by the laws of Mauritius and shall be subject to the exclusive jurisdiction of Mauritius.
- p. In case of dispute, should the Administrator fail to resolve the dispute to the satisfaction of all parties, the Insured shall be entitled to refer a complaint to the Insurer's Complaints Coordinator, mentioned in the Policy Wording
- q. In case of theft, repossession, sale of the insured Mobile Phone to another party or fraud, the cover will end immediately with no refund.
- r. The Insurer is entitled to replace the appliance with the same or similar appliance or proceed with a refund of the purchase price rather than repair the Mobile Phone should the repair be uneconomical or due to unavailability of parts. However the retail value of the replacement Mobile Phone will not exceed the purchase price of the faulty Mobile Phone. Once a warranted appliance has been replaced during the Extended Warranty period, the cover will end immediately with no refund. Following that, the original defective appliance will become Insurer's property.
- s. The Insurer is not liable for any incidental or consequential damage arising from breach of any express or implied warranty on the appliance by the insured, whether during the manufacturer's warranty or during the extended warranty period.
- t. The Insured is allowed a cooling off period of 14 days when the warranty can be cancelled if the Insured decides not to continue with the cover. The Premium less 10% handling and administration charges will be refunded to the Insured.
- u. Nothing in this Policy shall affect the rights of the Insured under the Consumer Protection Act 1991.

EXCLUSIONS

The Insurer will not accept any liability for:

- 1) Damage caused by non-approved alterations or modifications to the manufacturer's specification unless such alterations or modifications are approved by the Insurer in writing.
- 2) Any damage caused by war risks, sonic booms, nuclear radiation and terrorism.
- 3) Losses which are covered under the Mobile Phone manufacturer's warranty or similar guarantee.
- 4) Loss or damage caused by wear and tear or normal deterioration.
- 5) Any defect that is not initially covered by manufacturer's or supplier's warranty.
- 6) Accessories used in or with the Mobile Phone unless covered under a separate warranty contract.
- 7) Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
- 8) Any defect caused as a result of improper usage, negligence, transit/transportation damage and wilful misuse.
- 9) Loss or damage caused by extraneous perils such as fire, explosion, flood, earthquake, accident, sand, water, or other natural calamities, voltage fluctuation, theft, attempted theft, malicious damage, and accidental damage.
- 10) Reception or transmission problems resulting from external causes/perils.
- 11) Data/hardware corruption arising due to electronically conveyed viruses.
- 12) Modification/alteration of any sort made to the circuitry, original design of the Mobile Phone.
- 13) The Serial Number/Model Number of the set has been tampered with or removed.
- 14) Any defect caused by usage of wrong power supply, voltage, video head cleaning, corrosion, rust or stains or any problem with supply of electricity, gas or water.
- 15) Any Mobile Phone, which has been used for commercial or rental purposes.
- 16) Delay in repairs should necessary spare parts for repair be subject to import restrictions of a country.
- 17) Mobile Phones being recalled by the manufacturer.
- 18) Claims arising from the failure to follow manufacturer's instructions.
- 19) Costs, if no fault is found in the Mobile Phone
- 20) Repairs carried out outside Mauritius.
- 21) Cosmetic damage including but not limited to damage to paintwork or dents or scratches.

- 22) Costs due to rust, corrosion or water damage.
- 23) Unauthorised repairs performed by third parties.
- 24) Loss or damage to software or data, software defects or software generated problems, including the operating system and software added to the Mobile Phone, third party software or the reloading software.
- 25) Any injury, loss or damage to a person or property, direct, consequential or incidental damages arising from the use of or inability to use the Mobile Phone.
- 26) Any Mobile Phone, which did not have a manufacturer's warranty at the time of purchase.
- 27) Any devices which are returned with personal accounts, pin codes, activation locks or any other method of locking which prevents access to the device. To comply with data protection regulations, these must be removed or deactivated before any warranty claim can be processed.
- 28) Any item(s), normally replaceable components of item(s) or limited life consumables including but not limited to fuses, chargers, batteries etc.
- 29) Problems that result from
 - a) External causes such as accident, abuse, misuse or problems with electrical power.
 - b) Usage that is not in accordance with the Mobile Phone instructions.
 - c) Failure to follow the Mobile Phone instructions or failure to perform preventive maintenance.
 - d) Using accessories, parts or components not supplied by the manufacturer

LIMITATION OF LIABILITY

1. The total repair cost payable under this insurance shall not exceed the original purchase price of the Mobile Phone.
2. If the costs of repairing the Mobile Phone including the spare parts and labour are more than or equal to the purchase price of the Mobile Phone covered by this insurance, then the Insurer is entitled to consider the Mobile Phone as total loss and compensate the insured with the value of the Mobile Phone which is the original Purchase Price of the Mobile Phone as per condition r) of the Policy.

CANCELLATIONS

1. The Insurer reserves the right to cancel this insurance by registered letter addressed to the insured at the address stated in the Policy Schedule / Invoice. The cancellation will take effect 30 days from the posting of such a letter.
2. If the Insured makes a claim, knowing it to be false and/or fraudulent as regards the value or the amount of work or otherwise, this Policy is deemed to be cancelled from inception without return of premium paid and the insured must return all claim payments received till such cancellation.

HOW TO MAKE A CLAIM

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3. The Authorised Repairer will prepare an estimate/pre-authorization for a valid claim, to be approved by the Administrator.
4. Administrator will then authorize repair by means of a specific claim number and amount admissible.
5. The Insured will have to collect the appliance from the Authorised Repairer after repair. Any labour/parts/transport cost for repair beyond the scope of this policy have to be borne by the Insured.

HOW TO MAKE A COMPLAINT

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Step #1:

Kindly contact the department dealing with Your query in order to find a possible solution.

Step #2:

If **You** are still not satisfied with the response obtained, make a written complaint to Our Customer Care team, with as much detail as possible:

- the nature of complaint;
- summary of the main facts;
- dates of occurrence/(s);
- Insurance Policy No. (where applicable);
- name of Insured / policy holder;
- name of complainant;
- address & contact number;
- and other relevant details and supporting documents, where appropriate.

In accordance with The Ombudsperson for Financial Services Act 2018, please note that complaints should be sent by email to complaints@mua.mu or by post to the following address:

Customer Care

MUA, Level 2, Barkly Wharf, Le Caudan Waterfront, 11307, Port Louis

Complaints process:

- We will contact you by telephone upon receipt of your complaint to obtain any additional information required.
- We will respond to your complaints as per our established guidelines, in line with applicable legal and regulatory obligations.

Step #3:

Should **You** not be satisfied after receiving **MUA's** final response, **You** may refer your complaint to The Office of The Ombudsperson for Financial Services. The complaint must be made in writing and sent by email to ombudspersonfs@myt.mu or by post to the following address:

The Office of Ombudsperson for Financial Services

8th Floor, SICOM Tower

Wall Street

Ebène

You may refer to the following website for more information on the procedures established by the Ombudsperson for Financial Services Act 2018:

<https://www.bom.mu/about-bank/legislations/ombudsperson-financial-services-act-2018>