

Omio Flex

Cancel for any Reason



Benefits Guide, Membership Terms and the Privacy Notice

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OMIO FLEX CANCEL FOR ANY REASON INSURANCE

1 Introduction

1.1 Structure of this Membership Pack

This Membership Pack informs You on Your rights and obligations as a Member of the group of Omio customers that are protected under the Omio Flex Cancel for Any Reason Insurance.

This Membership Pack contains a Benefits Guide, Membership Terms, and a Privacy Notice.

- The Benefits Guide explains the Benefits available to You under the Omio Flex Cancel for Any Reason Insurance and provides additional details on claims, complaints, and other rights You have as a Member.
- The Membership Terms detail the terms of Your membership and Your rights and obligations
 as Members of the group of Omio customers that are protected under the Omio Flex Cancel
 for Any Reason Insurance.
- The **Privacy Notice** sets out how We process Your Personal Data and for what purpose, who is responsible for Your Personal Data, who Your data is shared with, how long it is kept, and the legal basis for processing Your Personal Data. It also sets out Your rights in relation to such processing and how You can contact Us to obtain more information or report any issues or concerns.

Please read this Membership Pack carefully, review Your Membership Certificate upon receipt and notify Us immediately if any of the information in the Membership Certificate is incorrect.

1.2 Involved Parties

The Insurer is Companjon Insurance DAC, incorporated in Ireland under registration number 669679 with registered office at Custom House Plaza, Harbourmaster Place, IFSC, Dublin 1, D01V9V4.

The Insurer underwrites the Group Insurance Policy, which is arranged through Companjon Services DAC, an insurance intermediary incorporated in Ireland under registration number 659078 with registered office at Custom House Plaza, Harbourmaster Place, IFSC, Dublin 1, D01V9V4.

The Policyholder of the Group Insurance Policy is Us, UAB Companjon Distribution, a tied agent of the Insurer, incorporated in Lithuania under registration number 306379453, with registered office at Didžioji g. 18, Vilnius.

As Policyholder, We are the administrative head of the group that manages and administrates all group memberships. In this role, We are also the contract partner of the membership agreements that are concluded between You and Us.

Companjon Insurance DAC (trading as Companjon) is regulated by the Central Bank of Ireland. Companjon Services DAC (trading as Companjon), is regulated by the Central Bank of Ireland.

UAB Companjon Distribution is a tied insurance agent of the Insurer in accordance with the laws of Lithuania. Companjon Insurance DAC, Companjon Services DAC and UAB Companjon Distribution are related companies.



2 Definitions

Benefits The membership benefits are detailed in the Benefits Guide and consist of cover

under the Omio Flex Cancel for Any Reason Insurance and other benefits and

services.

Benefits Guide Section 3 of the Membership Pack and summarised under section 1.1.

Booking the tickets you book on the Omio Platform to travel by train, bus, or ferry which

includes for single, return, or multi-stop journeys or for multiple passengers as

stated in Your Membership Certificate.

Cancel The cancellation of a Booking on the Omio Platform which must include cancel-

lation of all underlying tickets of this Booking for all travellers (collectively Can-

cellation and Cancelled).

Companjon UAB Companjon Distribution (We), and Companjon Services DAC, as set out in

further detail in section 1.2.

Compensation The amount You are entitled to receive under the Omio Flex Cancel for Any

Reason Insurance if You Cancel a Booking which is a percentage of the cost of the Booking as specified in the purchase journey and on Your Membership Cer-

tificate.

Cover Period the coverage period as stated in Your Membership Certificate which will com-

mence four (4) hours after You purchase Your membership on the Omio Platform and up to two (2) hours before the Scheduled Departure Time, or when You

receive Compensation, if earlier.

EEA The European Economic Area which consists of the countries of the European

Union together with Iceland, Liechtenstein, and Norway; this does not include

the United Kingdom.

Group Insurance Policy The insurance policy between Us and Insurer that gives Us the right to add the

Members as insured persons to the Omio Flex Cancel for Any Reason Insurance.

Insurer Companjon Insurance DAC.

IPID The insurance product information document.

Member A member of the group of Omio customers that have entered into a member-

ship agreement with Us that entitles them to the Benefits.

Membership Terms The terms, as defined in section 4 of the Membership Pack and summarised un-

der section 1.1.

Membership Fee The amount You pay upfront to become a Member of the group.

Membership Certificate The e-mail You receive after making a Booking with Omio Flex Cancel for Any

Reason Insurance; together with the Membership Pack, the Membership Certif-

icate constitutes the membership agreement.

Membership Pack

This document that is composed of the Benefits Guide, the Membership Terms,

and the Privacy Notice.

Omio Platform Omio website www.omio.com and/or the Omio mobile app.

Omio Flex Cancel for Any The insurance Benefits offered to Omio customers for a Booking under the Group

Reason Insurance Insurance Policy between the Insurer and Us.



Personal Data

This term has the meaning as set out in Regulation (EU) 2016/679 General Data

Protection Regulation and is any information which Companjon, the Insurer or Omio manages, processes or stores about You or any other person included in Your travel booking in relation to this Omio Flex Cancel for Any Reason Insur-

ance.

Privacy Notice Section 5 of the Membership Pack and summarised under section 1.1.

Scheduled Departure

Time

The time of You will begin travelling under Your Booking departure which is as

stated in the Membership Certificate.

We, Our, Us UAB Companjon Distribution.

You, Your The person named in the Membership Certificate as Member.



3 Benefits Guide

3.1 Introduction

The Omio Flex Cancel for Any Reason Insurance is designed to meet the demands and needs of individuals who have made a Booking through the Omio Platform and seeks insurance cover for Cancelling their Booking within the Cover Period for any reason to receive the Compensation specified in their Membership Certificate.

Neither the Insurer, Omio or Us have provided You with any advice or recommendation prior to purchasing this insurance cover. Therefore, We strongly recommend that You consider whether the Omio Flex Cancel for Any Reason Insurance meets Your needs based on the terms and conditions of Omio and of the transport operator that provides the underlying ticket(s).

The Omio Flex Cancel for Any Reason Insurance allows Omio customers which are Members to benefit from a Group Insurance Policy between the Insurer and Us. Under the Group Insurance Policy, the Insurer offers Members Compensation when they Cancel a Booking.

To avail of this and the other Benefits, You have to become a Member. You apply to become a Member by choosing and accepting the Omio Flex Cancel for Any Reason Insurance option on the Omio Platform and paying the Membership Fee.

3.2 How do You contact Us?

In case of any queries or if You are looking for further information, We encourage You to consult Our FAQ page at <a href="mailto:com/article-com/arti

Our customer service team can be contacted via live chat at mycompanjon.com.

You may also contact Us by e-mail at customer@companjon.com.

3.3 Benefits, Compensation and Exclusion

As a Member, You are entitled to Compensation for Your financial loss if You Cancel a Booking on the Omio Platform within Your Cover Period. The financial loss is pre-agreed and corresponds to the Compensation amount for a Booking as stated in Your Membership Certificate. Any additional financial loss or costs incurred in relation to the Cancellation do not form part of the Compensation.

For each Booking You get a separate membership. Your Membership Certificate contains all the Booking details, including departure location, arrival location, Scheduled Departure Time, Membership Fee, Booking price and Compensation.

To receive Compensation, You must **Cancel Your Booking** on the Omio Platform within the **Cover Period** and no later than **2 hours before** the Scheduled Departure Time. You will be guided through the Cancellation process on the Omio Platform.

To receive Compensation for Booking with more than one traveller requires that You Cancel the Booking for all travellers on the Omio Platform at the same time.

By Cancelling a Booking:

- a) You confirm that You and any fellow traveller(s) no longer wish to use all the underlying tickets of a Booking.
- b) You waive Your right to use such tickets for any travel.



No Compensation will be paid:

- a) if You do not Cancel Your entire Booking including for all travellers.
- b) if You Cancel a Booking outside the Cover Period.
- c) if You Cancel a Booking less than 2 hours before the Scheduled Departure Time.
- d) if payment of the Compensation is prohibited under any applicable law or sanction regime.

3.4 How do We process Your Compensation?

Once You Cancel a Booking, You will receive an e-mail from Us confirming the Cancellation and the Compensation amount due to You with further information regarding the payment of the Compensation to You.

We arrange the transfer of the Compensation to You which is owed and paid by the Insurer under the Group Insurance Policy.

You are additionally protected by a direct Compensation right against the Insurer and You can exercise this right of Compensation towards the Insurer without Our consent by contacting the Insurer directly. The Insurer has no right to decline or reduce Your Compensation if You paid Your Membership Fee and are entitled to receive a Compensation. In the unlikely event the Group Insurance Policy expires, Your entitlement to Compensation will not be affected.

3.5 How can You submit a complaint?

If You are dissatisfied with Our services or the Insurer's services or do not agree with a decision made regarding Your Benefits, You can submit a complaint via e-mail to complaints@compan-jon.com.

If Your complaint has not been resolved to Your satisfaction, You can use the European Online Dispute Resolution platform to find suitable options to resolve Your complaint (https://ec.europa.eu/consumers/odr/main)

You can escalate Your complaint to the responsible insurance ombudsman, which is an independent dispute resolution body that works free of charge for consumers. A complaint to an Ombudsman does not affect Your right to take legal action against Us.

Contact details Irish Ombudsman:

Financial Services and Pensions Ombudsman, Lincoln House,

Lincoln Place, Dublin 2, D02 VH29, Ireland

E-Mail: <u>info@fspo.ie</u>
Tel:+353 1 567 7000

A list with all other European Ombudsman details including their contact details can be accessed on Our website www.companjon.com/complaints.



4 Membership Terms

4.1 Membership

To become a Member, You must fulfil the following conditions during the term of the membership;

- a) You must complete Your Booking more than 12 hours but less than 120 days in advance of the Scheduled Departure Time;
- b) The booking on the Omio Platform must be paid in Euro, GBP or USD;
- c) You must have the legal capacity to use the booking services on the Omio Platform; and
- d) You must complete Your Booking on the Omio Platform whilst located within an EEA country.

Your membership requires that You are at all times in possession of all underlying tickets for Your Booking and that all underlying tickets are valid all the time.

Your rights and obligations as a Member are governed by the membership agreement between You and Us. The membership agreement consists of the Membership Certificate and the Membership Pack that is attached to the Membership Certificate e-mail.

You apply for membership by choosing the Omio Flex Cancel for Any Reason Insurance option on the Omio Platform. We accept Your application, and You become a Member, when We send the Membership Certificate to You by e-mail.

We reserve the right to accept or reject Your application at Our sole discretion. If Your application is rejected, You will be refunded the Membership Fee.

4.2 Membership Term

Your Membership begins once You are a Member and when You have paid the Membership Fee through the Omio Platform. Please note Your Cover Period may be different to your Membership Term and You can only receive Compensation when you Cancel a Booking during Your Cover Period.

You can find the start and end date of Your Membership in Your Membership Certificate and this determines the period during which You are entitled to the Benefits. Your membership ceases on the end date or on the date You receive Compensation.

4.3 Our right to cancel Your Membership

If You deliberately provide misleading or falsified information about You or in relation to the membership, the Booking or the underlying Booking tickets, You may not be entitled to claim the Compensation and We may have the right to cancel Your membership.

4.4 Your right to withdraw

You may withdraw Your membership within 14 days (including the 4 hours after time of purchase) of receiving the Membership Certificate and receive a full refund of the Membership Fee, provided that no Compensation has been claimed or there is no pending claim. The right to withdraw Your membership is excluded if Your membership starts less than 28 days before the Scheduled Departure Time. The withdrawal of Your membership does not affect the validity of Your Booking and the underlying tickets.



You can withdraw Your membership by contacting Us by e-mail at com.

4.5 Cancellation of a Booking by Omio or transport operator

In the event Your Booking is Cancelled by Omio or transport operator the following applies:

- a) if Omio or the transporter operator cancels Your Booking up to 2 hours prior to the Scheduled Departure Time You will still be able to Cancel Your Booking during Your Cover Period on the Omio Platform and claim Compensation.
- b) if Omio or the transport operator cancels Your Booking less than 2 hours prior to the Scheduled Departure Time You will not be able to Cancel Your Booking as the Cover Period has finished, and Term of Your membership will have ceased.

4.6 Exchangeable Ticket(s)

Once Your membership has commenced, the Booking the Omio Flex Cancel for Any Reason Insurance covers cannot be changed.

In the event You exchange a ticket(s) in Your Booking after Your membership has commenced, Your membership will cease and Your Membership Fee will not be refunded to You. Your Membership does not transfer to a new booking.

If You chose **not to exchange** a ticket(s) in Your Booking, You can still **Cancel Your Booking** on the Omio Platform within the **Cover Period** and no later than **2 hours before** the Scheduled Departure Time.

4.7 Commissions & Tax

The Membership Fee is the total amount You pay to Us in return for Your membership and the Benefits. For each Member, we pay an insurance premium to the Insurer. The insurance premium includes a commission the Insurer pays to Companjon Services DAC for arranging the Group Insurance Policy. In addition, we pay a fee to Omio for its services and for establishing the contact to Omio customers by granting Us access to the Omio Platform. The rest of the Membership Fee covers Our costs for managing the memberships and arranging the Benefits. The insurance premium and applicable taxes are detailed in the Membership Certificate.

4.8 Important Information

Should We agree with the Insurer on changes to the Group Insurance Policy that affect Your Benefits, We will inform You by e-mail at least 30 days in advance. In case of such notification, You will have the right to cancel Your membership within 30 days of Our notification.

The relevant language of the Membership Pack is English. The English and translated versions can be accessed here: www.companjon.com/omio

4.9 Law & Dispute Resolution

Your membership is governed by German law. If You have Your habitual residence in another country at the time You submit Your application for membership, the application of the mandatory legal provisions of that country remains unaffected by the choice of law in this section. This includes articles 82 to 91 of Spanish Consumers and Users Consumers Act (Royal Decree 1/2007) that always prevail.



5 Privacy Notice

5.1 Purpose and Scope of this Privacy Notice

This Privacy Notice sets out the basis on which Companjon collects, uses and stores Your Personal Data when You become a Member that is protected under the Omio Flex Cancel for Any Reason Insurance.

Note: If You are providing Personal Data about another person/named traveller we require You to advise them of what information You've shared with Companjon, share this Privacy Notice with them and ensure that they have given You permission to provide this information to Companjon.

For the purposes of this Privacy Notice, the controller of Your Personal Data may be Companjon, the Insurer or Omio or any two or more of these parties acting as joint controllers within the meaning of applicable data protection law.

Each of the parties has arrangements in place to ensure that Your Personal Data is handled correctly and in accordance with applicable data protection law. These arrangements reflect each entity's respective roles and responsibilities in relation to the services provided to You and the use of Your Personal Data. This means for example that certain processing of Your Personal Data may be carried out by one entity on its own or that certain processing is carried out by one entity under the instruction of another. Processing may also be carried out under joint controllership within the meaning of applicable data protection law. In any case, Companjon, the Insurer and Omio will always ensure that their respective obligations towards You are fulfilled, and Your data protection rights are fully protected.

This Privacy Notice applies to all Members. If You have any questions or comments about this Privacy Notice or want to exercise Your data protection rights, please contact Companjon's data privacy officer by e-mailing dataprivacy@companjon.com. You are also entitled to make such queries or requests directly to Omio or the Insurer who may in turn refer Your request to Companjon. In any event, the parties will ensure that your queries and requests are managed through the appropriate channel in accordance with Your data protection rights.

If You have any general questions or comments about this Omio Flex Cancel for Any Reason Insurance, please send an e-mail to customer@companjon.com.

5.2 Overview of this Privacy Notice

Your Personal Data is collected from You for the purposes of providing You with the Benefits You have as a Member. Omio Corp. (**Omio**) owns and operates the Omio Platform where You signup to become a Member. For the purposes of this Privacy Notice, Omio is an independent partner of Companjon. Please note that Omio has its own separate terms & conditions and privacy notice relating to Your use of the Omio Platform and processing of Your data with which You should familiarise yourself. Companjon is not responsible for, and does not accept liability for, the terms & conditions, privacy notice or other terms of the Omio Platform to which You may be subject as part of Your Omio Booking.



5.3 What Personal Data does Companjon Collect About You?

Companjon, Omio and the Insurer may collect and process the following types of Personal Data about You:

Personal Data	Details
Membership Data	When You provide information required for becoming a Member, it is necessary for Companjon to collect and generate some or all of the following Personal Data about You:
	 Details about Your identity which includes Your title, full name, country of residence, e-mail address and date of birth, Details relating to Your Omio Booking which includes Your booking number, booking provider, departure/arrival location and departure date, Details about Your membership which includes Your membership number and the term of Your membership, Details relating to Your internet protocol (IP) address used to connect Your computer to the internet for Your purchase. You must book Your trip on the Omio Platform whilst located within an EEA country and Your IP address is used to verify this; and Omio customer ID number which is the encrypted reference number associated with Your insurance membership.
Claims Data	When a claim is made it is necessary for Companjon to collect and generate some or all of the following Personal Data about You (in addition to other data already collected):
	 Date of Your claim, Date and time of Your Omio Booking Cancellation, Compensation amount; and
	Your bank account details for payment (if necessary to pay Your claim).
Customer Support & Service Data	When You submit a query or request in connection with Your membership, it is necessary for Companjon to collect and generate the following Personal Data about You (in addition to other data already collected):
	 The nature of Your query or request (e.g. customer support/troubleshooting request, membership cancellation request, refund request or membership amendment request); and The date of Your query and request.



Personal Data	Details
Direct Marketing Data	If You choose to receive direct marketing communications, Companjon will collect Personal Data relating to Your marketing preferences (e.g., a record of Your decision to receive direct marketing communications and/or any option You exercise to unsubscribe from receiving such communications).

5.4 Why and How is Your Personal Data Used?

The reasons **why** ("**Legal Basis**") and **how** ("**Purposes**") Your Personal Data is processed in the context of Your membership are explained in the table below.

Why (Legal Basis)	How (Purposes)
To manage Your membership – con- tractual necessity	It is necessary to process Your Membership Data, Claims Data and/or Customer Service & Support Data to enter into and perform the membership contract with You, including:
	 To manage the membership contract with You under the Membership Terms (e.g. assess Your eligibility, assess Your level of insurance cover, assess the price of Your insurance cover, and administer Your Benefits); To assess and process any claims You make, To process any customer service & support requests from You; and To maintain and store records in relation to You/Your membership.
	IMPORTANT: it is a contractual requirement for You to provide Your Membership Data, Claims Data and Customer Support & Service Data for the purposes set out above. If You do not provide such Personal Data that can be processed for these purposes, it will not be possible to manage Your membership and Your Benefits.



Why (Legal Basis)	How (Purposes)
To serve the Members and the business interests of involved parties – our legitimate interests	It is necessary to process Your Personal Data for the purpose of pursuing Companjon's, the Insurer's or Omio's legitimate business interests. The specific purposes of such legitimate business interests are detailed below. • Provide a quote for the Membership Fee: Companjon will process Your Membership Data in order to provide You with a quote for the Membership Fee; • Information Security: Companjon may need to process Your Personal Data for the purposes of maintaining appropriate assurances that it remains secure. • Direct Marketing: In certain circumstances, Your Direct Marketing Data will be processed to send You marketing communications (e.g. about Companjon's other insurance products and services) when there is a legitimate legal basis. • Legal Claims: Your Personal Data may be processed in order to defend, establish, investigate and/or exercise a legal claim (or prospective legal claim) to which You are a party. • Fraud Prevention: Your Personal Data may be processed for the purpose of fraud or potential fraud prevention or detection. Important: Before using Your Personal Data to pursue legitimate business interests, the impact of the processing activities is carefully considered against Your fundamental rights and freedoms. You have certain rights when Your Personal Data is processed on this basis, such as the right to object. For information about how to exercise this right, please see section 5.8 of this Privacy Notice (What are Your data protection rights?).
To uphold the law - comply with s legal obligations	Your Membership Data, Claims Data and/or Customer Service & Support Data may be processed where it is necessary to comply with legal obligations to which we are subject under Irish and/or European Union Member State laws.
Where You have pro- vided Your explicit consent	Your Direct Marketing Data may be processed to to send You marketing communications (e.g. about Companjon's other insurance products and services) when You have provided Your explicit consent to do so. Your Personal Data may also be processed on the basis of Your explicit consent in other limited circumstances.

5.5 Transfers Of Your Personal Data And Other Recipients

Whenever Your Personal data is transmitted to external parties that process the data on behalf of Companjon, the Insurer or Omio it is contractually ensured that Your Personal data is



transmitted and processed in compliance with all applicable data protection laws. These external parties (such as customer support functions, claims support, IT providers, marketing agencies, auditors, regulatory and government bodies etc.) are also legally obliged to process Your Personal data in compliance with applicable data protection laws.

Your Personal Data may be transferred to certain Recipients (e.g. IT service providers, security providers, cloud service providers) who are located outside of the EEA in countries with laws and practices that do not contain equivalent data protection rights for Your Personal Data to those in the EEA. Where such transfers occur, Companjon, the Insurer or Omio ensures that appropriate safeguards and transfer mechanisms are in place to protect Your Personal Data. Companjon, the Insurer or Omio ensures that appropriate safeguards and transfer mechanisms are in place to protect your Personal data. It is also ensured such processing is performed in compliance with the European Data Protection Board's 'Recommendations on Supplementary Measures' (01/2020). If You would like to find out more about any transfers including how appropriate safeguards concerning Your Personal Data are employed, please send an e-mail to dataprivacy@companjon.com.

5.6 How Long Is Your Personal Data Kept?

The Retention of Your Personal Data is subject to certain minimum legal and regulatory retention periods. In consideration of this, Your Personal data is kept in line with the retention periods set out in the table below:

Personal Data	Retention Period
Membership Data, Claims Data and Customer Service & Support Data	7 years from the date on which Your Omio Flex Cancel for Any Reason Insurance membership expires. Where Your Personal data is collected and You do not enter into a membership agreement with Us, Companjon will retain this Personal data for no longer than 6 months.
Direct Marketing Data	The length of time You choose to receive direct marketing communications until You unsubscribe plus a reasonable period of time after that to allow for Companjon's database to update Your direct marketing preferences and/or delete Your Personal Data.

In certain cases, it may be necessary to hold onto records for longer periods, e.g., to comply with obligations under different European legal and regulatory requirements.

5.7 Is Your Personal Data Processed Using Automated Tools?

Companjon or the Insurer may engage in automated decision-making to assess Your member-ship eligibility or to determine Your eligibility to make a claim. Such assessments can determine an outcome which could have legal or other similar effects for You (e.g. the acceptance or rejection of Your membership application under the Group Insurance Policy). When such automated decision-making is carried out, it can be based on systems and controls which help to e.g. assess Your eligibility to become a Member or it may be based on third party data (such as delayed train times) and use of systems and controls to assess whether You are eligible to receive Compensation under the Group Insurance Policy and determine the Compensation payable for claims based on defined algorithms.



IMPORTANT: Automated decision-making may determine that You are not eligible to benefit from the Omio Flex Cancel for Any Reason Insurance. Companjon and the Insurer will implement suitable measures to safeguard Your rights, freedoms and legitimate interests, including providing You with the right to obtain human intervention and for You to express Your point of view and contest the decision (i.e. a human will review the automated decision). If You wish to seek a review of any such decision, please e-mail dataprivacy@companjon.com.

5.8 What Are Your Data Protection Rights?

You have a number of rights in relation to Your Personal Data, which are set out in the table below. In particular, these rights include the right to object to processing of Your Personal Data where that processing is carried out for Companjon's legitimate interests. Note that these rights are not absolute. You can exercise these rights by e-mailing dataprivacy@companjon.com. Companjon will aim to fully respond to Your request within one-month of receiving it. Please also note that Your identity needs to be verified when You exercise Your data protection rights.

Right	Details
Right to Infor- mation	You have a right to be provided with clear, transparent and easily understandable information about how Your Personal Data is processed. This Privacy Notice is designed to give effect to this right.
Right to Object	You have a right to object to the processing of Your Personal Data where Companjon relies on its legitimate business interests to process such Personal data. You can request that Companjon stops processing Your Personal Data, and Companjon will do so, unless compelling legitimate grounds to continue processing Your Personal Data can be demonstrated or if Your Personal Data is needed in connection with any legal claims.
Right of Access	You have the right to access the Personal Data Companjon processes about You. If You exercise this right, You will receive confirmation about whether Your Personal Data is processed and, if so, a copy/copies of Your Personal Data.
Right to Rectifica- tion	You have the right to correct the Personal Data n processed about You if the Personal Data about You is inaccurate or incomplete.
Right to Erasure	You have a right to request, in certain circumstances, the deletion of Your Personal Data. For example, if You exercise the right to object and no overriding reason exists to continue processing Your Personal Data or if processing Your Personal Data is no longer needed.
Right to Restriction	You have the right, in certain circumstances, to restrict processing of Your Personal Data. For example, if You contest the accuracy of the Personal Data Companjon holds about You or You object against processing Your Personal Data.



Right	Details
Right to Withdraw	When You have given consent to the processing of Your Personal Data, You can withdraw such consent at any time and without giving reasons. This does not affect the lawfulness of processing based on Your consent until withdrawal.
Right to Lodge a Complaint	You have the right to lodge a complaint with the Data Protection Commission ("DPC") of Ireland or with Your own local EEA Data Protection supervisor about the processing of Your Personal Data. To do so, use the DPC's "Raise a Concern" form. You are encouraged to contact Companjon, the Insurer or Omio before raising a concern with the DPC to see if any concerns You have about the processing of Your Personal Data can be resolved.
Right to Data Portability	You may request Your Personal Data which You have provided, in a structured, commonly used and machine-readable format and You may request that Your Personal Data is transmitted directly to another controller where this is technically feasible. This right only arises where: • Your Personal Data processed on the legal basis that it is necessary to perform the contract with You; and • the processing is carried out by automated means.
Right in Respect of Automated Deci- sion Making (in- cluding Profiling)	You have the right to not be subject to solely automated decision-making (including profiling) in respect of Your Personal Data which has legal effects or other similarly significant effects on You. To exercise this right, You can: (a) request that a person reviews any such decision; (b) express Your point of view; and/or (c) contest the decision.

5.9 Changes To This Privacy Notice

This Privacy Notice may be amended from time to time to keep it up to date with current legal requirements and the way Companjon operates its business. Any changes made to this Privacy Notice will be appropriately notified to You in accordance with relevant data protection law.

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