

Omio Flex Insurance Terms and Conditions



Policyholder Terms and Privacy Notice

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OMIO FLEX INSURANCE

1 Introduction

1.1 Important Information of these Terms and Conditions

These Terms and Conditions informs You on Your rights and obligations under the Omio Flex Insurance. They form part of Your Policy along with Your Insurance Certificate. Your Insurance Certificate confirms that You are insured and contains the details specific to Your Policy based on the information You provided to Us.

- The **Terms and Conditions** explains the terms of your cover to You under the Omio Flex Insurance and provides additional details on claims, complaints, and other rights You have.
- 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 these Terms and Conditions carefully, review Your Insurance Certificate upon receipt and notify Us immediately if any of the information in the Insurance Certificate is incorrect.

The Omio Flex Insurance is designed to meet the demands and needs of individuals who have made a Booking through the Omio Platform and seeks insurance cover which gives them flexibility to decide to Cancel their Booking for any reason and receive the Compensation specified in their Insurance Certificate.

Neither the Insurer, Omio nor Us have provided You with any advice or recommendation prior to purchasing this insurance cover. We provide the precontractual and contractual information included herein, in the Insurance Product Information Document and in the Insurance Certificate.

Therefore, please ensure that You consider whether the Omio Flex Insurance meets Your needs based on the terms and conditions.

We reserve the right to accept or reject Your purchase of Omio Flex Insurance at Our sole discretion. If Your application is rejected Your Premium will be refunded to You. In arranging Your Policy, We act as an agent of the Insurer.

1.2 Involved Parties

The Insurer of Your Policy is Stonebridge International Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Conduct Authority with reference number 203188. Stonebridge International Insurance Limited has a registered address at 14th Floor 33 Cavendish Square, London, United Kingdom, W1G 0PW and its company registration number is 03321734. Companion Services UK Branch is a distributor of Stonebridge International Insurance Limited. Stonebridge International Insurance Limited is an unrated insurance company; however, this does not impact your rights to complain to the Financial Ombudsman Service or seek compensation via the Financial Services Compensation Scheme (FSCS).

Your policy is distributed by Companionjon Services UK Branch on the Omio Platform which is owned and operated by Omio. Companionjon Services UK Branch and Omio are Appointed Representatives of Advent Solutions Management Limited. Companionjon Services UK Branch has a registered address at 4th Floor, 107 Fenchurch St, London EC3M 5JF and its company registration number is BR024487. Omio has a registered address at 1st Floor West Davidson House, Forbury Square, Reading, Berkshire, United Kingdom, RG1 3EU and its company registration number is 11348179.

Advent Solutions Management Limited trading as OneAdvent is authorised and regulated by the Financial Conduct Authority with reference number 308751. OneAdvent is an insurance distributor with a registered address at 15th Floor, 6 Bevis Marks, London EC3A 7BA and its company registration number is 4092670.

You can check these details on the Financial Conduct Authority register by visiting www.fca.gov.uk/register/ or by contacting 0800 111 6768.

You may be entitled to compensation from the FSCS if We or the Insurer are unable to meet Our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

1.3 Commissions, Fees & Tax

When We sell You a policy, We receive a percentage commission from the Premium paid to the Insurer and We pay a marketing fee to Omio.

Insurance premium tax is included in Your Premium and is remitted by the Insurer to the relevant tax authority.

1.4 General Queries and Information

In case of any queries or if You are looking for further information, We encourage You to consult Our FAQ page at companionjon.com/en/omio-uk.

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

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

2 Definitions

Appointed Representative	The appointed firm that can act under the regulatory license of another firm (its principal) which is authorised for regulated activities in the United Kingdom.
Booking	The tickets you book on the Omio Platform to travel by train, bus, flight or ferry which includes for single, return, or multi-stop journeys or for multiple passengers as stated in Your Insurance Certificate.
Cancel	The cancellation of a Booking on the Omio Platform which must include cancellation of all underlying tickets of this Booking for all travellers (collectively Cancellation and Cancelled).
Companion	Companion Services UK Branch.
Compensation	The amount You are entitled to receive under the Omio Flex Insurance if You Cancel a Booking.
Cover Period	The period of time as stated in Your Insurance Certificate with start and end date.
Insurance Certificate	The e-mail You receive after making a Booking with Omio Flex Insurance.
Insurer	Stonebridge International Insurance Limited
IPID	The insurance product information document.
Omio Flex Insurance	The insurance coverage offered to Omio customers.
Omio Platform	Omio website www.omio.com and/or the Omio mobile app.
Personal Data	This term has the meaning as set out in Data Protection Act 2018 General Data Protection Regulation and is any information which Companion manages, processes or stores about You or any other person included in Your travel booking in relation to this Omio Flex Insurance.
Policy	Omio Flex Insurance Cancellation for Any Reason which consists of these terms and conditions and Your Insurance Certificate.
Policy Terms	The terms, as defined in section 4 of the Terms and Conditions and described under section Error! Reference source not found..
Policyholder	The person that has entered into a Policy with Us that entitles them to cover under the Omio Flex Insurance.
Premium	The amount You pay upfront to become a Policyholder.
Privacy Notice	Section 5 of the Terms and Conditions and summarised under section Error! Reference source not found..
Scheduled Departure Time	The time Your Booking is scheduled to depart which is as stated in the Insurance Certificate.
United Kingdom, UK	England and Wales, Scotland and Northern Ireland but not the Channel Islands or the Isle of Man.
We, Our, Us,	Companion Services UK Branch which is acting on authority granted by the Insurer.
You, Your	The person named in the Insurance Certificate as Policyholder.

3 Terms and Conditions

3.1 Your Cover

Once You receive Your Insurance Certificate for Your Policy, You are eligible for Compensation as stated in Your Insurance Certificate in the event You to decide to Cancel Your Booking for any reason.

The financial loss is pre-agreed and corresponds to the Compensation amount for a Booking as stated in Your Insurance Certificate. Any additional financial loss or costs incurred in relation to the Cancellation are not compensated as part of the Compensation.

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

To receive Compensation, You must Cancel Your Booking on the Omio Platform within the Cover Period as stated in Your Insurance Certificate. 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 entire 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 as stated in Your Insurance Certificate.
- c) if payment of the Compensation is prohibited under any applicable law or sanction regime.

3.2 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.

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 Premium and are entitled to receive a Compensation.

3.3 How can You submit a complaint?

If You are dissatisfied with Our sale or management of Your Policy or You do not agree with a decision made regarding Your Policy, You can submit a complaint via e-mail to complaints@companion.com.

If after receiving Our final response in respect of Your complaint or after eight weeks from making the complaint You remain unhappy with how We propose to resolve Your complaint, You can refer Your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is a body which works free of charge for consumers to resolve issues with their financial service providers. The contact details for the Financial Ombudsman Service are as follows:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Tel: +44 (0) 800 023 4567

Online: www.financial-ombudsman.org.uk/contact-us/complain-online

Please note that any approach to the Financial Ombudsman Service must be made within 6 months of Our final response.

4 Policyholder Terms

4.1 Policyholder

To become a Policyholder, You must fulfil the following conditions during the term of the Policy.

- a) You must complete Your Booking within 120 days of the Scheduled Departure Time;
- b) You must have the legal capacity to use the booking services on the Omio Platform; and
- c) You must make Your Booking on the Omio Platform whilst located within United Kingdom.

Your Policy 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.

4.2 Cover Period

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

4.3 Our right to cancel Your Policy

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

4.4 Your right to withdraw

You can cancel Your Policy with Us up to 14 days after You receive the Insurance Certificate and receive a full refund of the Premium subject to the following conditions:

- You purchased Your Policy more than 28 days before the Scheduled Departure Time, and
- No Compensation has been claimed or is pending

The cancellation of Your Policy does not affect the validity of Your Booking and the underlying tickets.

You can cancel Your Policy via live chat at mycompanion.com. You may also contact Us by e-mail at customer@companion.com.

4.5 Cancellation 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 within Your Cover Period 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 outside Your Cover Period **You will not be able to Cancel** Your Booking as the Cover Period has finished, and Term of Your Policy will have **ceased**.

4.6 Exchangeable & Semi-Refundable Ticket(s)

Exchangeable

Once Your Policy has commenced, the Omio Flex Insurance covers cannot be changed.

In the event You exchange a ticket(s) in Your Booking after Your cover has commenced, Your Policy will cease, and Your Premium will not be refunded to You. Your Policy 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 as stated in Your Insurance Certificate.

Semi-Refundable

By submitting a claim for Compensation on a semi-refundable ticket, You hereby assign and transfer to Us any and all rights to receive any refunds or reimbursements to which You may be entitled in connection with the ticket, up to the amount of Compensation provided.

4.7 Important Information

Should We agree with the Insurer on changes to the Insurance Policy that affect Your Compensation, 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 Policy within 30 days of Our notification.

The relevant language of the Terms and Conditions is English.

4.8 Law & Dispute Resolution

Your Policy is governed by the laws of England and Wales. The Courts of England and Wales have exclusive jurisdiction over all disputes arising out of Your policy.

5 Privacy Notice

5.1 Purpose and Scope of this Privacy Notice

This Privacy Notice sets out the basis on which Companjon Services UK Branch with registered address at 4th Floor, 107 Fenchurch Street, London, EC3M 5JF ("**Companjon**", "**we**", "**us**" and "**our**") collects, uses and stores personal information about you ("**Personal Data**") when You become a Policyholder that is protected under the Omio Flex 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, or Omio or both of these parties when 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, 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 the Policyholder. 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 team by e-mailing dataprivacy@companjon.com. Companjon will deal with data protection queries or requests made by You in relation to Your Personal Data on behalf of Omio. You are also entitled to make such queries or requests directly to Omio 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 Cancellation 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 an Omio Flex Insurance Policy. Omio owns and operates the Omio Platform where You purchase Insurance. For the purposes of this Privacy Notice, Omio and Companjon may act as joint controllers of Your Personal Data. 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 to.

5.3 What Personal Data does Companion Collect About You?

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

Personal Data	Details
Policyholder Data	<p>When You provide information required for becoming a Policyholder, it is necessary for Companion to collect and generate some or all of the following Personal Data about You:</p> <ul style="list-style-type: none"> • 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 station and departure date, • Details about Your Policy which includes Your Policy number and the term of Your Policy, • 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 United Kingdom and Your IP address is used to verify this; and • Omio customer ID number which is the encrypted reference number associated with Your insurance Policy.
Claims Data	<p>When a claim is made it is necessary for Companion to collect and generate some or all of the following Personal Data about You (in addition to other data already collected):</p> <ul style="list-style-type: none"> • 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	<p>When You submit a query or request in connection with Your Policy, it is necessary for Companion to collect and generate the following Personal Data about You (in addition to other data already collected):</p> <ul style="list-style-type: none"> • The nature of Your query or request (e.g. customer support/troubleshooting request, Policy cancellation request, refund request or Policy amendment request); and • The date of Your query and request.
Direct Marketing Data	<p>If You choose to receive direct marketing communications, Companion 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).</p>

5.4 Why and How does Companion use Your Personal Data?

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

Why (Legal Basis)	How (Purposes)
To manage Your Policy – contractual necessity	<p>It is necessary to process Your Policy Data, Claims Data and/or Customer Service & Support Data to enter into and perform the insurance contract with You, including:</p> <ul style="list-style-type: none"> • To manage the insurance contract with You under the Policy Terms (e.g. assess Your eligibility, assess Your level of insurance cover, assess the price of Your insurance cover, and administer Your Compensation); • 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 Policy on Companion's IT systems. <p>IMPORTANT: it is a contractual requirement for You to provide Your Policy Data, Claims Data and Customer Support & Service Data for the purposes set out above. If You do not provide Companion with such Personal Data that can be processed for these purposes, it will not be possible to manage Your Policy or handle Your requests/queries.</p>

Why (Legal Basis)	How (Purposes)
To serve the Policyholder and the best interests of involved parties – our legitimate interests	<p>It is necessary to process Your Personal Data for the purpose of pursuing Companion's and Omio legitimate business interests. The specific purposes of Companion's legitimate business interests are detailed below.</p> <ul style="list-style-type: none"> • Information Security: Your Personal Data may need to be processed 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 Companion'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. <p>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.</p> <p>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?).</p>
To uphold the law - comply with Companion's legal obligations	<p>Companion may process Your Policy Data, Claims Data and/or Customer Service & Support Data where it is necessary to comply with legal obligations to which we are subject under.</p>
Where You have provided Your explicit consent	<p>Your Direct Marketing Data may be processed to send You marketing communications (e.g. about Companion's other insurance products and services) when You have provided Your explicit consent to do so.</p> <p>Your Personal Data may be processed on the basis of Your explicit consent in other limited circumstances.</p>

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 Companion, 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 United Kingdom in countries with laws and practices that do not contain equivalent data protection rights for Your Personal Data to those in the United Kingdom. Where such transfers occur, Companion and Omio ensures that appropriate safeguards and transfer mechanisms are in place to protect Your Personal Data. It is also ensured that such processing is performed in compliance with Data Protection Act 2018. If You would like to find out more about any transfers which affect Your Personal Data, please send an e-mail to dataprivacy@companion.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 in line with the retention periods set out in the table below:

Personal Data	Retention Period
Policyholder Data, Claims Data and Customer Service & Support Data	7 years from the date on which Your Omio Flex Insurance Policy expires. W
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 Your direct marketing preferences to be updated 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 and UK legal and regulatory requirements.

5.7 Is Your Personal Data Processed Using Automated Tools?

Companion may engage in automated decision making to assess Your Policyholder 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 . 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 Policyholder 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 and determine the Compensation payable for claims based on defined algorithms.

IMPORTANT: Automated decision making may determine that You are not eligible to Compensation from the Omio Flex Insurance. Companion 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@companion.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 Companion's legitimate interests.** Note that these rights are not absolute. You can exercise these rights by e-mailing dataprivacy@companion.com. Companion 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 Information	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 Companion or Omio relies on its legitimate business interests to process such Personal data. You can request that processing of Your Personal Data is stopped, and such processing shall cease 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 processed 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 Rectification	You have the right to correct the Personal Data 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 held about You or You object against processing Your Personal Data.
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 United Kingdom 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 Companion 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	Details
Right to Data Portability	<p>You may request Your Personal Data which You have provided, to be provided back to You 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:</p> <ul style="list-style-type: none"> • Your Personal Data is 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 Decision Making (including Profiling)	<p>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.</p>

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 Companion or Omio 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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