

# Membership Pack

Cancel for Any Reason powered by Companjon



Benefits Guide,  
Membership Terms and  
the Privacy Notice.

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# TRAINLINE 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 Trainline customers that are protected under the Trainline 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 Trainline 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 Trainline customers that are protected under the Trainline 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 Companion 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 Companion 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, Companion Admin GmbH, also an insurance intermediary, incorporated in Germany under registration number HRB 95936, with registered office at c/o Wilhelm Partnerschaft von Rechtsanwälten mbH, Reichsstraße 43, 40217 Düsseldorf.

As policyholder, We are the administrative head of the group ("Gruppenspitze") 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.

Companion Insurance DAC (trading as Companion) is regulated by the Central Bank of Ireland. Companion Services DAC (trading as Companion), is regulated by the Central Bank of Ireland. Companion Admin GmbH is regulated as insurance intermediary by the Chamber of Commerce and Industry Düsseldorf, Germany. Companion Insurance DAC, Companion Services DAC and Companion Admin GmbH are related companies.

## 2 Definitions

Benefits	The membership benefits are detailed in the Benefits Guide and consist of cover under the Trainline Cancel for Any Reason Insurance and other benefits and services.
Benefits Guide	Section 3 of the Membership Pack and summarised under section 1.1.
Cancel	The cancellation of a Journey on the Trainline Platform which must include cancellation of all underlying tickets of this Journey (collectively Cancellation and Cancelled).
Companjon	Companjon Admin GmbH (We), Companjon Insurance DAC (Insurer) and Companjon Services DAC, as set out in further detail in section 1.2.
Compensation	The amount You are entitled to receive under the Trainline Cancel for Any Reason Insurance if You Cancel a Journey.
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 Trainline Cancel for Any Reason Insurance.
Insurer	Companjon Insurance DAC.
IPID	The insurance product information document.
Journey	Your journey from departure station to arrival station for one or more travellers, as booked on the Trainline Platform and as detailed in the Membership Certificate; a one-way trip corresponds to one Journey, a return trip corresponds to two Journeys (an outward Journey and a return Journey).
Member	A member of the group of Trainline customers that have entered into a membership agreement with Us that entitles them to the Benefits.
Membership Terms	The terms, as defined in section 4 of the Membership Pack and summarised under 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 booking a Journey with Trainline Cancel for Any Reason Insurance; together with the Membership Pack, the Membership Certificate constitutes the membership agreement.
Membership Pack	This document that is composed of the Benefits Guide, the Membership Terms, and the Privacy Notice.
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 manages, processes or stores about You or any other person included in Your travel booking in relation to this Trainline Cancel for Any Reason Insurance.
Privacy Notice	Section 5 of the Membership Pack and summarised under section 1.1.
Scheduled Departure Time	The scheduled departure time of Your Journey as indicated in the Membership Certificate.
Trainline Platform	Trainline's website <a href="https://thetrainline.com">thetrainline.com</a> and/or the Trainline mobile app.
Trainline Cancel for Any Reason Insurance	The insurance coverage offered to Trainline customers for a Journey under the Group Insurance Policy between the Insurer and Us.
We, Our, Us	Companjon Admin GmbH.
You, Your	The person named in the Membership Certificate as Member.

### 3 Benefits Guide

#### 3.1 Introduction

The Trainline Cancel for Any Reason Insurance is designed to meet the demands and needs of individuals who have booked a Journey through the Trainline Platform and seek a cancellation insurance cover which allows them to decide not to take their Journey for any reason and receive the Compensation specified in their Membership Certificate.

Neither the Insurer, Trainline 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 Trainline Cancel for Any Reason Insurance meets Your needs based on the terms and conditions of Trainline and of the train operator that provides the underlying ticket(s).

The Trainline Cancel for Any Reason Insurance allows Trainline customers to benefit from a Group Insurance Policy between the Insurer and Us. Under the Group Insurance Policy, the Insurer offers to You a Compensation when You Cancel a Journey.

To avail of this and the other Benefits, You have to become a Member. You apply to become a Member by choosing and such accepting the Trainline Cancel for Any Reason option on the Trainline Platform.

#### 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 [companion.com/trainline](https://companion.com/trainline).

Our customer service team can be contacted via live chat at [mycompanion.com](https://mycompanion.com).

You may also contact Us by e-mail at [customer@companion.com](mailto:customer@companion.com).

#### 3.3 Benefits, Compensation and Exclusion

As a Member, You are entitled to a Compensation for Your financial loss if You Cancel a Journey. The financial loss is pre-agreed and corresponds to the Compensation amount for a Journey as stated in the Membership Certificate. Any additional financial loss or costs incurred in relation to the Cancellation are not compensated as part of the Compensation.

When you make a Booking on the Trainline Platform, We treat this as either one Journey (in case of a one way trip) or two Journeys (in case of return trips with an outward Journey and a return Journey)

For each Journey You get a separate membership. Your Membership Certificate contains all the Journey details, including departure station, arrival station, direction, scheduled departure time and Journey price. In case of a return trip, We issue one Membership Certificate that confirms the details for two Journeys, two memberships and the Compensation for each Journey.

To get Your Compensation, You must **Cancel Your Journey** on the Trainline Platform no later than **15 minutes before** the Scheduled Departure Time. Where You have more than one Journey You must cancel each Journey separately on the Trainline Platform. You will be guided through the Cancellation process on the Trainline Platform.

The Cancellation of a Journey with more than one traveller requires **that You Cancel the Journey for all travellers** on the Trainline Platform **at the same time**. This may require separate Cancellations for each traveller.

**By Cancelling a Journey:**

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

**No Compensation will be paid:**

- a) if You Cancel a Journey **less than 15 minutes** before the Scheduled Departure Time.
- b) 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 Journey, You will receive an e-mail from Us confirming the Cancellation and the Compensation amount 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 do not agree with a decision made regarding Your Benefits, You can submit a complaint via e-mail to [complaints@companion.com](mailto:complaints@companion.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: [info@fspoi.ie](mailto:info@fspoi.ie)  
Tel:+353 1 567 7000

A list with all other European Ombudsman details including their contact details can be accessed on Our website [www.companion.com/complaints](http://www.companion.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 book the Journey more than 30 minutes but less than 120 days in advance of the Scheduled Departure Time;
- b) The booking on the Trainline Platform must be paid in Euro, British Pound Sterling and US Dollar;
- c) You must have the legal capacity to use the booking services on the Trainline Platform; and
- d) You must book Your Journey on the Trainline Platform whilst located within an EEA country.

**Your membership requires that You are at all times in possession of all underlying tickets for Your Journey 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 Trainline Cancel for Any Reason Insurance option on the Trainline Platform. We accept Your application, and You become a Member, when We send the Membership Certificate to You by e-mail. **Your cover begins once you're a Member and when You have paid the Membership Fee through the Trainline Platform.**

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.

When You make more than one booking with Trainline Cancel for Any Reason Insurance, You receive a separate Membership Certificate for each booking. The Membership Certificate contains the details of the respective membership(s) and Journey(s). The Membership Certificate for a return trip lists the details of two Journeys and two memberships, one for the outward Journey, and one for the return Journey.

### 4.2 Membership Term

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 Journey or the underlying Journey 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 of receiving the Membership Certificate and receive a full refund of the Membership Fee, provided that no Compensation has been claimed or is 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 of the Journey and the underlying tickets.

You can withdraw Your membership via the Companjon self-service portal or live chat at [mycompanjon.com](https://mycompanjon.com). You may also contact Us by e-mail at [customer@companjon.com](mailto:customer@companjon.com). Dispatch of Your withdrawal notice is sufficient to comply with the time limits.

#### 4.5 Cancellation by Trainline or train operator

In the event Your Journey is Cancelled by Trainline or train operator the following applies:

- a) if Trainline or the train operator cancels one or more of the Journeys **during the term** of Your membership; You will still be able to Cancel Your Journey on the Trainline Platform and claim Compensation **up to 15 mins** before Scheduled Departure Time.
- b) if Trainline or the train operator cancels one or more of the Journey **less than 15 minutes prior** to the Scheduled Departure Time **You will not be able to Cancel** Your Journey as the Term of Your membership will have **ceased**.

#### 4.6 Grace period

In the event You Cancel Your ticket through the Trainline Platform within an applicable grace period offered by a train operator, Your membership will cease, and the Membership Fee will be refunded to You by Trainline. A grace period is a period of time afforded by a train operator within which You can Cancel Your ticket purchase.

#### 4.7 Exchangeable Ticket(s)

Once Your membership has commenced, the ticket(s) the Trainline Cancel for Any Reason Insurance covers cannot be changed.

In the event You exchange a ticket(s) 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 ticket(s).

If you chose **not to exchange** a ticket(s), You can still **Cancel Your Journey** on the Trainline Platform within the **Cover Period** and no later than **15 minutes before** the Scheduled Departure Time.

#### 4.8 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 Trainline for its services and for establishing the contact to Trainline customers by granting Us access to the Trainline 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.

#### 4.9 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.companion.com/trainline](http://www.companion.com/trainline)

#### 4.10 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 Trainline 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 is Companjon and this means one or more of the individual group companies that make up Companjon, as set out in section 2 'Definitions' and within the meaning of applicable data protection law. Companjon collects Your Personal Data from the Trainline Platform when You confirm that You wish to become a Member. Companjon 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 will always ensure that its 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](mailto:dataprivacy@companjon.com). If You have any questions or comments about this Trainline Cancel for Any Reason Insurance, please send an e-mail to [customer@companjon.com](mailto:customer@companjon.com).

### 5.2 Overview of this Privacy Notice

Companjon collects Personal Data from You for the purposes of providing You with the Benefits You have as a Member. Trainline.com Limited (**Trainline**) owns and operates the Trainline Platform where You sign-up to become a Member. For the purposes of this Privacy Notice, Trainline is an independent partner of Companjon. Please note that Trainline has its own separate terms & conditions and privacy notice relating to Your use of the Trainline 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 Trainline Platform to which You may be subject as part of Your Trainline booking.

### 5.3 What Personal Data does Companion Collect About You?

Companion will collect and process the following types of Personal Data about You:

Personal Data	Details
<b>Membership Data</b>	<p>When You provide information required for becoming a Member, 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"> <li>• Details about Your identity which includes Your title, full name, country of residence, e-mail address and date of birth,</li> <li>• Details relating to Your Trainline booking which includes Your booking number, booking provider, departure/arrival station and departure date,</li> <li>• Details about Your membership which includes Your membership number and the term of Your membership,</li> <li>• 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 Trainline Platform whilst located within an EEA country and Your IP address is used to verify this; and</li> <li>• Trainline "tokenized" customer ID number which is the encrypted reference number associated with Your insurance membership.</li> </ul>
<b>Claims Data</b>	<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"> <li>• Date of Your claim,</li> <li>• Date and time of Your Trainline booking Cancellation,</li> <li>• Compensation amount; and</li> <li>• Your bank account details for payment (if necessary to pay Your claim).</li> </ul>
<b>Customer Support &amp; Service Data</b>	<p>When You submit a query or request in connection with Your membership, 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"> <li>• The nature of Your query or request (e.g. customer support/troubleshooting request, membership cancellation request, refund request or membership amendment request); and</li> <li>• The date of Your query and request.</li> </ul>
<b>Direct Marketing Data</b>	<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") Companion processes Your Personal Data in the context of Your membership are explained in the table below.

Why (Legal Basis)	How (Purposes)
<p><b>To manage Your membership – contractual necessity</b></p>	<p>It is necessary to process Your Membership Data, Claims Data and/or Customer Service &amp; Support Data to enter into and perform the membership contract with You, including:</p> <ul style="list-style-type: none"> <li>• 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);</li> <li>• To assess and process any claims You make,</li> <li>• To process any customer service &amp; support requests from You; and</li> <li>• To maintain and store records in relation to You/Your membership on Companjon's IT systems.</li> </ul> <p><b>IMPORTANT:</b> it is a contractual requirement for You to provide Your Membership Data, Claims Data and Customer Support &amp; Service Data for the purposes set out above. If You do not provide Companjon with such Personal Data that can be processed for these purposes, it will not be possible to manage Your membership and Your Benefits.</p>
<p><b>To serve the Members and Companjon's business – our legitimate interests</b></p>	<p>It is necessary to process Your Personal Data for the purpose of pursuing Companjon's legitimate business interests. The specific purposes of Companjon's legitimate business interests are detailed below.</p> <ul style="list-style-type: none"> <li>• <b>Provide a quote for the Membership Fee:</b> Companjon will process Your Membership Data in order to provide You with a quote for the Membership Fee;</li> <li>• <b>Information Security:</b> Companjon may need to process Your Personal Data for the purposes of maintaining appropriate assurances that it remains secure.</li> <li>• <b>Direct Marketing:</b> In certain circumstances, Companjon will process Your Direct Marketing Data to send You marketing communications (e.g. about Companjon's other insurance products and services) when there is a legitimate legal basis.</li> <li>• <b>Legal Claims:</b> Companjon will process Your Personal Data in order to defend, establish, investigate and/or exercise a legal claim (or prospective legal claim) to which You are a party.</li> <li>• <b>Fraud Prevention:</b> Companjon may process Your Personal Data for the purpose of fraud or potential fraud prevention or detection.</li> </ul> <p><b>Important:</b> Before using Your Personal Data to pursue Companjon's 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 <b>the right to object</b>. For information about how to exercise this right, please see section 5.8 of this Privacy Notice (<b>What are Your data protection rights?</b>).</p>

Why (Legal Basis)	How (Purposes)
<b>To uphold the law - comply with Companion's legal obligations under Irish and EU law</b>	Companion may process Your Membership Data, Claims Data and/or Customer Service & Support Data where it is necessary to comply with legal obligations to which we are subject under Irish and/or European Union Member State laws.
<b>Where You have provided Your explicit consent</b>	Companion will process Your Direct Marketing Data 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.  Companion may also process Your Personal Data 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 Companion 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.

Companion may transfer Your Personal Data 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, Companion ensures that appropriate safeguards and transfer mechanisms are in place to protect Your Personal Data. Companion also ensures that 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 which affect Your Personal Data, please send an e-mail to [dataprivacy@companion.com](mailto: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, Companion will keep Your Personal data in line with the retention periods set out in the table below:

Personal Data	Retention Period
<b>Membership Data, Claims Data and Customer Service &amp; Support Data</b>	7 years from the date on which Your Trainline Cancel for Any Reason Insurance membership expires. Where Your Personal data is collected and You do not enter into a membership agreement with Us, Companion will retain this Personal data for no longer than 6 months.
<b>Direct Marketing Data</b>	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 Companion's database to update Your direct marketing preferences and/or delete Your Personal Data.

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

### 5.7 Does Companion Process Your Personal Data Using Automated Tools?

Companion may engage in automated decision making to assess Your membership 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 Trainline Cancel for Any Reason 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](mailto: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](mailto: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
<b>Right to Information</b>	You have a right to be provided with clear, transparent and easily understandable information about how Your Personal Data is processed. Companion gives effect to this right by providing this Privacy Notice to You.
<b>Right to Object</b>	You have a right to object to the processing of Your Personal Data where Companion relies on its legitimate business interests to process such Personal data. You can request that Companion stops processing Your Personal Data, and Companion 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.
<b>Right of Access</b>	You have the right to access the Personal Data Companion 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.
<b>Right to Rectification</b>	You have the right to correct the Personal Data Companion processes about You if the Personal Data about You is inaccurate or incomplete.
<b>Right to Erasure</b>	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	Details
<b>Right to Restriction</b>	You have the right, in certain circumstances, to restrict Companjon's 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.
<b>Right to Lodge a Complaint</b>	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, <a href="#">use the DPC's "Raise a Concern" form</a> . You are encouraged to contact Companjon before raising a concern with the DPC to see if any concerns You have about the processing of Your Personal Data can be resolved.
<b>Right to Data Portability</b>	You may request Your Personal Data which You have given to Companjon, 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: <ul style="list-style-type: none"> <li>• Companjon processes Your Personal Data on the legal basis that it is necessary to perform the contract with You; and</li> <li>• the processing is carried out by automated means.</li> </ul>
<b>Right in Respect of Automated Decision Making (including Profiling)</b>	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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