

Membership Pack

Trip Cover powered by Companjon



Benefits Guide,
Membership Terms and
the Privacy Notice.

1	Introduction	1
1.1	Structure of this Membership Pack	1
1.2	Involved Parties	1
2	Definitions	2
3	Benefits Guide	4
3.1	Introduction.....	4
3.2	How do You contact Us?	4
3.3	Benefits and Compensation	4
3.4	How do We process Your Compensation?	5
3.5	How can You submit a complaint?	5
4	What is Covered.....	6
4.1	Ticket Non-Use	6
4.2	Missed Departure or Missed Connection	7
4.3	Accidental Damage & Theft of Personal Belongings.....	7
5	Membership Terms	9
5.1	Membership	9
5.2	Membership Term.....	9
5.3	Our right to cancel Your Membership	9
5.4	Your right to withdraw	9
5.5	Cancellation by Trainline or train operator	10
5.6	Grace period	10
5.7	Exchangeable & Semi-Refundable Ticket(s)	10
5.8	Commissions & Tax	10
5.9	Important Information	10
5.10	Law & Dispute Resolution	10
6	Privacy Notice	11
6.1	Purpose and Scope of this Privacy Notice.....	11
6.2	Overview of this Privacy Notice	11
6.3	What Personal Data does Companjon Collect About You?	12
6.4	Why and How is Your Personal Data used?	13
6.5	Transfers Of Your Personal Data And Other Recipients.....	14
6.6	How Long Is Your Personal Data Kept?	15
6.7	Is Your Personal Data Processed Using Automated Tools?	15
6.8	What Are Your Data Protection Rights?	16
6.9	Changes To This Privacy Notice	17

TRAINLINE TRIP COVER

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 Trip Cover.

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 Trip Cover 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 Trip Cover.
- 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

Accidental Damage	Physical damage to Personal Belongings during Your Journey which was unforeseen, unintentional, and unexpected
Benefits	The Membership benefits are detailed in the Benefits Guide and consist of cover under the Trainline Trip Cover and other benefits and services.
Benefits Guide	Section 3 of the Membership Pack and summarised under section 1.1.
Booking, Booked	The ticket(s) You book or for Fellow Traveller on the Trainline Platform which includes for single, return, or multi-stop Journey as stated in Your Membership Certificate.
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 Trainline Trip Cover, outlined in Table 1.0.
Cover Period	The duration of Your Membership, as specified in your Membership Certificate, begins when you make Your Booking and ends either on the Scheduled Arrival Time or the date You receive Compensation, whichever comes first.
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.
Fellow Traveller	person(s) You will be travelling with on Your Journey for whom You have purchased a ticket(s) for the Journey.
Gadget	Any of the following specified items that belong to You and/or Fellow Traveller; head or earphones, mobile phone, personal laptop, e-reader, tablet, and digital camera.
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 Trip Cover.
Insurer	Companjon Insurance DAC.
IPID	The insurance product information document.
Journey	Your journey from departure station to arrival station for one or more Fellow 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).
Luggage	Personal property belonging to You and/or Fellow Traveller and used for travel, this includes suitcases, bags and backpacks and other articles typically, used, or carried by You and/or Fellow Traveller brought on or obtained during Your Journey.
Medical Practitioner	A licensed professional qualified to diagnose, treat, and manage health conditions.
Member, Membership	A member of the group of Trainline customers that have entered into a membership agreement with Us that entitles them to the Benefits.
Membership Certificate	The e-mail You receive after booking a Journey with Trainline Trip Cover; together with the Membership Pack, the Membership Certificate constitutes the membership agreement.
Membership Fee	The amount You pay upfront to become a Member of the group.
Membership Pack	This document that is composed of the Benefits Guide, the Membership Terms, and the Privacy Notice.
Membership Terms	The terms, as defined in section 4 of the Membership Pack and summarised under section 1.1.

Missed Departure or Missed Connection	Inability by You and/or Fellow Traveller to reach a scheduled departure or connecting train due to reasons outlined in Section 4.
Personal Belongings	Personal items such as Gadget, Travel Documentation, Luggage and other articles typically, used, or carried by You and/or Fellow Traveller, including suitcases and other containers brought on or obtained during Your Journey.
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 Trainline manages, processes or stores about You or any other person included in Your travel booking in relation to this Trainline Trip Cover.
Pre- Existing Medical Condition	<ul style="list-style-type: none"> a) Any illness, injury, or medical condition experienced by You or Fellow Traveller that was diagnosed, treated, or presented symptoms before You made Your Booking. b) Any illness, injury, or medical condition experienced by Your or Fellow Traveller's relatives that was diagnosed, treated, or presented symptoms before You made Your Booking.
Privacy Notice	Section 5 of the Membership Pack and summarised under section 1.1.
Relative	Your spouse, civil partner, or a person with whom You are permanently cohabiting in a marriage-like relationship; Your son, daughter (including adopted or foster children), mother, father, sister, brother, grandmother, grandfather, aunt, uncle, grandchild, fiancé(e), next of kin, as well as in-laws and step-relatives of the same.
Scheduled Arrival Time	The scheduled arrival time of Your Journey as indicated in the Membership Certificate.
Scheduled Departure Time	The scheduled departure time of Your Journey as indicated in the Membership Certificate.
Theft	Act of stealing Personal Belongings or where a person dishonestly appropriates Personal Belongings without the consent of its owner and with the intention of permanently depriving its owner of it during Your Journey.
Ticket Non-Use	The inability by You and/or Fellow Traveller to undertake Your Journey due to reasons outlined in Section 4.
Trainline Platform	Trainline's website thetrainline.com and/or the Trainline mobile app.
Trainline Trip Cover	The insurance coverage offered to Trainline customers for a Journey under the Group Insurance Policy between the Insurer and Us.
Travel Documentation	Refers to the essential documents required for Your trip, belonging to You and/or Fellow Traveller. This includes passports, national identification card, drivers licence (domestic or international), carried during Your Journey.
We, Our, Us	UAB Companjon Distribution.
You, Your	The person named in the Membership Certificate as Member.

3 Benefits Guide

3.1 Introduction

The Trainline Trip Cover is designed to meet the demands and needs of individuals who have Booked a Journey through the Trainline Platform and seek insurance cover for financial loss associated with Your Booking and for certain specified unforeseen events.

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 Trip Cover meets Your needs based on the terms and conditions of Trainline and of the train operator that provides the underlying ticket(s).

The Trainline Trip Cover 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 are unable to make Your Journey for specified reasons or suffer Accidental Damage or Theft to Your Personal Belongings while on your 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 Trip 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 <https://www.companjon.com/trainlinetrip> 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 and Compensation

As a Member, You are entitled to Compensation for Your financial loss if You and/or Fellow Traveller are unable to make Your Journey, miss Your departure, miss Your connection for the reasons set out in Section 4 or suffer Accidental Damage or Theft to Your Personal Belongings while on Your Journey. The financial loss is pre-agreed and corresponds to the Compensation amount for a Journey or Personal Belonging as stated in Table 1.0. Any additional financial loss or costs incurred in relation to the Journey or Personal Belongings are not compensated as part of the Compensation.

For each Booking You get a single 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.

Table 1.0

Coverage Type	Compensation
Ticket Non-Use	The amount of Compensation You are entitled to under Ticket Non-Use is 100% of the ticket value, up to a maximum of 1,000 Euro or 1,000 Great British Pound or 1,000 US Dollar, per ticket dependent on the currency in which You used to purchase Trainline Trip Cover.
Missed Departure and Missed Connection	The amount of Compensation You are entitled to under Missed Departure or Missed Connection is 75% of the ticket value, up to Maximum Value of 1,000 Euro or 1,000 Great British Pound or 1,000 US Dollar, per ticket

	dependent on the currency in which You used to purchase Trainline Trip Cover.
Accidental Damage & Theft	The amount of Compensation You are entitled to under Accidental Damage or Theft is 100 Euro or 100 Great British Pound or 100 US Dollar, per ticket dependent on the currency in which You used to purchase Trainline Trip Cover.

3.4 How do We process Your Compensation?

To submit a claim, You can log onto the online claims portal which You will find in the email you receive with Your Membership Certificate. Once You submit a claim, You will receive an e-mail from Us 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.

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@fspo.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.

4 What is Covered

4.1 Ticket Non-Use

4.1.1 Conditions for Compensation:

You are entitled to receive Compensation as specified in **Table 1.0** due to being unable to undertake Your Journey due to:

- Accidental Bodily Injury, Illness or death relating to:
 - You; or
 - Fellow Traveller; or
 - A Relative to You and/or Fellow Traveller; or
 - A friend with whom You and/or Fellow Traveller have arranged to travel or stay.
- You and/or Fellow Traveller being advised by a Medical Practitioner not to travel for medical or health reasons which are not related to a Pre- Existing Medical Condition.
- You and/or Fellow Traveller being summoned for jury service.
- You and/or Fellow Traveller being summoned as a witness in a court of law, except as an expert witness in a professional capacity.
- You and/or Fellow Traveller being a member of the armed forces and being called up for service or compulsorily posted overseas.
- Your and/or Fellow Traveller redundancy, provided that such notice of redundancy is advised to Us within 14 days of its announcement.
- Your and/or Fellow Traveller private dwelling becoming uninhabitable or requiring immediate repair following fire, storm or flood, or Your presence being required by emergency services in the 48 hours immediately before Your Journey.
- Your and/or Fellow Traveller's private dwelling being burgled in the 48 hours immediately before the scheduled Journey to which the Police or relevant authority have been notified.
- The unforeseen cancellation or re-arrangement by the medical provider of Your and/or Fellow Traveller in-patient appointment / scan / test.

4.1.2 Claims Conditions:

Before You are entitled to claim for Compensation under **Ticket Non-Use** You must provide the following:

- a) You must report any claim within 30 days of becoming aware of the need to claim and ensure it is submitted within 30 days of the Scheduled Arrival Time as stated in Your Membership Certificate.
- b) Provide proof that You and/or Fellow Traveller have not or will not be taking Your Journey due to reasons outlined in **4.1.1**

4.1.3 No Compensation will be paid:

- if payment of the Compensation is prohibited under any applicable law or sanction regime.
- if You fail to provide all documentation requested by Us.
- for claims caused directly by pandemics or epidemics officially declared by the World Health Organization.

4.2 Missed Departure or Missed Connection

4.2.1 Conditions for Compensation:

You are entitled to receive Compensation as specified in [Table 1.0](#) due to missing Your departure or missing Your connection due to:

- Public transport services failing to get You and/or Fellow Traveller to Your departure point due to Strike or Industrial Action within 24 hours prior to Your Scheduled Departure Time.
- A status red weather alert has been declared by Your national meteorological authority within 24 hours prior to Your Scheduled Departure Time which has deemed it unsafe for You to travel to Your departure station.
- The private motor vehicle in which You and/or Fellow Traveller are travelling being directly involved in an accident or breaks down within 24 hours prior to Your Scheduled Departure Time.
- The vehicle in which You and/or Fellow Traveller are travelling being delayed due to unexpected and unforeseen heavy traffic or road closures that were sufficiently severe to warrant reporting on a recognised motoring association web site, Roads Agency website, on television, news bulletins or in the press within 12 hours prior to Your Scheduled Departure Time.

4.2.2 Claims Conditions:

Before You are entitled to claim Compensation under [Missed Departure or Missed Connection](#) You must provide the following:

- a) You must report any claim within 30 days of becoming aware of the need to claim and ensure it is not submitted later than this 30-day period.
- b) Provide proof that You and/or Fellow Traveller have missed Your departure or connections due to reasons outlined in [4.2.1](#)

4.2.3 No Compensation will be paid:

- if payment of the Compensation is prohibited under any applicable law or sanction regime.
- if You fail to provide all documentation requested by Us.
- for claims caused directly by pandemics or epidemics officially declared by the World Health Organisation.
- Any strikes or industrial actions which caused Your Missed Departure or Missed Connection that was announced before booking Your Journey.

4.3 Accidental Damage & Theft of Personal Belongings

4.3.1 Conditions for Compensation: :

You are entitled to receive Compensation as specified in [Table 1.0](#) due to financial loss occurred as a result of accidental Damage or theft of Your and/or Fellow Traveller Personal Belongings which has occurred only during Your Journey.

4.3.2 Claims Conditions:

Before You are entitled to claim Compensation under accidental damage & theft You must provide the following:

- a) You must report any claim within 30 days of becoming aware of the need to claim and ensure it is not submitted later than this 30-day period.
- b) Provide receipt of purchase.
- c) In the event of a theft, You and/or Fellow Traveller must report the theft to the Police or relevant authority within 24 hours of becoming aware of theft and obtain a written Police report.
- d) In event of accidental damage provide photographic evidence.
- e) Provide proof that You and/or Fellow Traveller have suffered Accidental Damage or Theft of Personal Belongings due to reasons outlined in [4.3.1](#)

4.3.3 No Compensation will be paid:

- If payment of the Compensation is prohibited under any applicable law or sanction regime.
- If You fail to provide all documentation requested by Us.
- Any Accidental Damage resulting from normal wear and tear, including superficial marks, scratches, dents, or other forms of defacement.
- For any cash, traveller's cheques, prepaid cards, foreign currency, gift cards, vouchers, lottery tickets, and items such as gold or precious metals are excluded.

5 Membership Terms

5.1 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 10 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 or US Dollar;
- c) You must have the legal capacity to use the Booking services on the Trainline Platform;
- d) You must make Your Booking on the Trainline Platform whilst located within an EEA country; and
- e) Hold a valid ticket for a Journey, for which You or any Fellow Traveller are a passenger.

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 Trip Cover 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 Trip Cover, 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.

5.2 Membership Term

The duration of Your Membership, as specified in your Membership Certificate, begins when you make Your Booking and ends either on the Scheduled Arrival Time or the date You receive Compensation, whichever comes first.

5.3 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.**

5.4 Your right to withdraw

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

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

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 live chat at mycompanion.com. You may also contact Us by e-mail at customer@companion.com. Dispatch of Your withdrawal notice is sufficient to comply with the time limits.

5.5 Cancellation by Trainline or train operator

In the event Your Journey is Cancelled by Trainline or train operator Your Membership will cease, and You can contact Us as You may be entitled to a refund of Your Membership Fee.

5.6 Grace period

In the event You cancel Your Booking 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.

5.7 Exchangeable & Semi-Refundable Ticket(s)

Exchangeable

Once Your Membership has commenced, the Trainline Trip cover 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).

Semi-Refundable

In the event You receive a refund from Trainline after Your Membership has commenced, Your Membership will cease, and Your Membership Fee will not be refunded to You.

5.8 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 Companion 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.

5.9 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

5.10 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.

6 Privacy Notice

6.1 Purpose and Scope of this Privacy Notice

This Privacy Notice sets out the basis on which Your Personal Data is collected, used and stored when You become a Member that is protected under the Trainline Trip Cover.

Note: If You are providing Personal Data or Special Category Data (e.g. health data) about another person/Fellow Traveller, we require You to advise them of what information You've shared with Companion, share this Privacy Notice with them and ensure that they have given You permission to provide this information to Companion.

For the purposes of this Privacy Notice, the controller of Your Personal Data may be Companion, the Insurer or Trainline or any two of more of these parties acting as joint controllers² within the meaning of applicable data protection law. Companion collects Your Personal Data from the Trainline Platform when You confirm that You wish to become a Member.

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, Companion, the Insurer and Trainline 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 Companion's data privacy team by e-mailing dataprivacy@companion.com. You are also entitled to make such queries or requests directly to Trainline or the Insurer who may in turn refer Your request to Companion. 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 Trainline Trip Cover, please send an e-mail to customer@companion.com.

6.2 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. 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 Companion. 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. Companion 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.

6.3 What Personal Data does Companion Collect About You?

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

Personal Data	Details
Membership Data	<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"> • Details about Your identity which includes Your title, full name, country of residence, e-mail address and date of birth, • Fellow Traveller's name • Details relating to Your Trainline booking which includes Your booking number, booking provider, departure/arrival station 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 Trainline Platform whilst located within an EEA country and Your IP address is used to verify this; and • Trainline customer ID number which is the encrypted reference number associated with Your insurance Membership.
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, • Compensation amount, • Details (e.g. name) relating to a Fellow Traveller required to make a claim, • Documentation supporting the reason for making a claim, • Documentation relating to You and/or Fellow Traveller having been advised by a Medical Practitioner not to travel for medical or health reasons, 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 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"> • 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, 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).

6.4 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 – contractual necessity	<p>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:</p> <ul style="list-style-type: none"> • 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 on Companion's IT systems. <p>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 Companion with such Personal Data that can be processed for these purposes, it will not be possible to manage Your Membership and Your Benefits.</p>

Why (Legal Basis)	How (Purposes)
<p>To serve the Members and the business interests of involved parties – our legitimate interests</p>	<p>It is necessary to process Your Personal Data for the purpose of pursuing Companjon's, the Insurer or Trainline's legitimate business interests. The specific purposes of Companjon's legitimate business interests are detailed below.</p> <ul style="list-style-type: none"> • 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, 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. • Legal Claims: 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. • Fraud Prevention: Companjon may process Your Personal Data for the purpose of fraud or potential fraud prevention or detection. <p>Important: 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 the right to object. For information about how to exercise this right, please see section 6.8 of this Privacy Notice (What are Your data protection rights?).</p>
<p>To uphold the law - comply with legal obligations</p>	<p>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.</p>
<p>Where You have provided Your explicit consent</p>	<p>We may process special category data (e.g. health data) where you have provided your explicit consent to do so. This data would be required for claims processing purposes and relate to the medical or health reason provided by You or Your Fellow Traveller's Medical Practitioner for not being able to travel.</p> <p>Your Direct Marketing Data may be processed 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.</p> <p>Companjon may also process Your Personal Data on the basis of Your explicit consent in other limited circumstances.</p>

6.5 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 Trainline, 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, Companion, the Insurer or Trainline 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 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@companion.com.

6.6 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
Membership Data, Claims Data and Customer Service & Support Data	7 years from the date on which Your Trainline Trip Cover 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.
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 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.

6.7 Is Your Personal Data Processed Using Automated Tools?

Companion or the Insurer may engage in automated decision making to assess Your Membership eligibility, provide a quote 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). We may employ machine learning in pricing algorithms to provide a quote, using the information that has been collected.

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 Trip Cover. Companion 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@companion.com.

6.8 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@companion.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 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 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 Rectification	You have the right to correct the Personal Data Companjon processes 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 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.
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 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 given, 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"> 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	Details
Right in Respect of Automated Decision Making (including 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.

6.9 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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