

Terms and Conditions

Cancel for Any Reason powered by Companjon



Policyholder Terms and Privacy Notice

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TRAINLINE CANCEL FOR ANY REASON 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 Trainline Cancel for Any Reason 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 Trainline Cancel for Any Reason 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 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 Insurance Certificate.

Neither Trainline 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 Trainline Cancel for Any Reason Insurance meets Your needs based on these Terms and Conditions.

We reserve the right to accept or reject Your purchase of Trainline Cancel for Any Reason 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. Companjon 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 Companjon Services UK Branch on the Trainline Platform which is owned and operated by Trainline. Companjon Services UK Branch and Trainline are Appointed Representatives of Advent Solutions Management Limited. Companjon Services UK Branch has a registered address at 4th Floor, 107 Fenchurch St, London EC3M 5JF and its company registration number is BR024487. Trainline has a registered address at 120 Holborn, London EC1N 2TD, United Kingdom and its company registration number is 03846791.

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 <u>www.fca.gov.uk/register/</u> or by contacting 0800 111 6768.

1.3 Commissions, Fees & Tax

When We sell You a policy, We receive a percentage commission from premium from the Insurer and We pay a marketing fee to Trainline.

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 <u>companion.com/trainlineUK</u>.

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.

2 Definitions

Appointed Representa- tive	the appointed firm can that can act under the regulatory license of another firm (its principal) which is authorised for regulated activities in the United King- dom.
Cancel	The cancellation of a Journey on the Trainline Platform which must include can- cellation of all the tickets for this Journey (collectively Cancellation and Can- celled).
Companjon	Companjon Services UK Branch.
Compensation	The amount You are entitled to receive under the Trainline Cancel for Any Reason Insurance if You Cancel a Journey.
Insurance Certificate	The e-mail You receive confirming Your Policy after booking a Journey with Train- line Cancel for Any Reason Insurance.
Insurer	Stonebridge International Insurance Limited
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 Insurance Certificate; a one-way trip corresponds to one Journey, a return trip corresponds to two Journeys (an outward Journey and a return Journey).
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, pro- cesses or stores about You or any other person included in Your travel booking in relation to this Trainline Cancel for Any Reason Insurance.
Policy	Trainline Cancellation for Any Reason which consists of these terms and condi- tions 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 un- der the Trainline Cancel for Any Reason 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! Ref erence source not found
Scheduled Departure Time	The scheduled departure time of Your Journey as indicated in the Insurance Certificate.
Trainline Cancel for Any Reason Insurance	The insurance coverage offered to Trainline customers
Trainline Platform	Trainline's website <u>thetrainline.com</u> and/or the Trainline mobile app.
United Kingdom, UK	England and Wales, Scotland and Northern Ireland but not the Channel Islands or the Isle of Man.
We, Our, Us, Companjon	Companjon Services UK Branch which is acting on authority granted by the In- surer.
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 not to take Your Journey for any reason.

The financial loss is pre-agreed and corresponds to the Compensation amount for a Journey as stated in the Insurance 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)

Your Insurance 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 Insurance Certificate that confirms the details for two Journeys, and the Compensation for each Journey.

To claim 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. <u>You must cancel each Journey separately on the Trainline Platform</u>. 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 tickets of a Journey.
- b) You waive Your right to use such tickets for any travel.

3.2 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.

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.

3.3 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 <u>complaints@companjon.com</u>.

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 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 GBP, EUR or USD;
- 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 United Kingdom.

Your Policy requires that You are at all times in possession of all tickets for Your Journey and that all tickets are valid all the time.

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

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 Journey or the Journey 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 may withdraw Your Policy within 14 days of receiving the Insurance Certificate and receive a full refund, provided that no Compensation has been claimed or is pending claim. **The right to withdraw Your Policy is excluded if Your Policy starts less than 28 days before the Scheduled De-parture Time.** The withdrawal of Your Policy does not affect the validity of Your booking of the Journey and the tickets.

You can withdraw Your Policy via the Companjon self-service portal or live chat at mycompanjon.com. You may also contact Us by e-mail at <u>customer@companjon.com</u>.

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 Policy; 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 Policy will have ceased.

4.6 Grace period

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

4.7 Exchangeable Ticket(s)

Once Your Policy 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 Policy has commenced, Your Policy will cease, and Your Premium will not be refunded to You. Your Policy 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 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.

4.9 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 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 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 may be Companjon, or Trainline 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 Trainline 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 Trainline. You are also entitled to make such queries or requests directly to Trainline 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 a Trainline Cancel for Any Reason Insurance Policy. Trainline owns and operates the Trainline Platform where You purchase Insurance. For the purposes of this Privacy Notice, Trainline and Companjon may act as joint controllers of Your Personal Data. 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 to.

5.3 What Personal Data does Companjon Collect About You?

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

Personal Data	Details
Policyholder Data	When You provide information required for becoming a Policy- holder, it is necessary for Companjon to collect and generate some or all of the following Personal Data about You:
	 Details about Your identity which includes Your title, full name, country of residence, e-mail address and date of birth, Details relating to Your Trainline 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 Trainline Platform whilst located within United Kingdom and Your IP address is used to verify this; and Trainline customer ID number which is the encrypted reference number associated with Your insurance Policy.
Claims Data	When a claim is made it is necessary for Companjon to collect and generate some or all of the following Personal Data about You (in addition to other data already collected):
	 Date of Your claim, Date and time of Your Trainline booking Cancellation, Compensation amount; and Your bank account details for payment (if necessary to pay Your claim).
Customer Support & Service Data	When You submit a query or request in connection with Your Policy, it is necessary for Companjon to collect and generate the following Personal Data about You (in addition to other data already col- lected):
	 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	If You choose to receive direct marketing communications, Com- panjon will collect Personal Data relating to Your marketing prefer- ences (e.g., a record of Your decision to receive direct marketing communications and/or any option You exercise to unsubscribe from receiving such communications).

5.4 Why and How does Companjon 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 Pol- icy – contractual ne- cessity	It is necessary to process Your Policy Data, Claims Data and/or Cus- tomer Service & Support Data to enter into and perform the insur- ance contract with You, including:
	 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 Companjon's IT systems.
	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 Policy or handle Your requests/que- ries.
To serve the Policy- holder and the best interests of involved parties – our legiti-	It is necessary to process Your Personal Data for the purpose of pur- suing Companjon's and Trainline legitimate business interests. The specific purposes of Companjon's legitimate business interests are detailed below.
mate interests	 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 Companjon's other insurance products and services) when there is a legitimate legal basis. Legal Claims: Your Personal Data may be processed in order to defend, establish, investigate and/or exercise a legal claim (or prospective legal claim) to which You are a party. Fraud Prevention: Your Personal Data may be processed for the purpose of fraud or potential fraud prevention or detection.
	Important: Before using Your Personal Data to pursue legitimate business interests, the impact of the processing activities is carefully considered against Your fundamental rights and freedoms.
	You have certain rights when Your Personal Data is processed on this basis, such as the right to object . For information about how to exercise this right, please see section 5.8 of this Privacy Notice (What are Your data protection rights?).
To uphold the law - comply with Com- panjon's legal obliga- tions	Companjon may process Your Policy Data, Claims Data and/or Cus- tomer Service & Support Data where it is necessary to comply with legal obligations to which we are subject under.

Why (Legal Basis)	How (Purposes)
Where You have pro- vided Your explicit consent	Your Direct Marketing Data may be processed to send You market- ing communications (e.g. about Companjon's other insurance prod- ucts and services) when You have provided Your explicit consent to do so.
	Your Personal Data may be processed on the basis of Your explicit consent in other limited circumstances.

5.5 Transfers Of Your Personal Data And Other Recipients

Whenever Your Personal data is transmitted to external parties that process the data on behalf of Companjon, 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 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, Companjon and 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 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@companjon.com.

5.6 How Long Is Your Personal Data Kept?

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

Personal Data	Retention Period
Policyholder Data, Claims Data and Cus- tomer Service & Sup- port Data	7 years from the date on which Your Trainline Cancel for Any Reason Insurance Policy expires. W
Direct Marketing Data	The length of time You choose to receive direct marketing commu- nications 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?

Companjon 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 Trainline Cancel for Any Reason Insurance. Companjon will implement suitable measures to safeguard Your rights, freedoms and legitimate interests, including providing You with the right to obtain human intervention and for You to express Your point of view and contest the decision (i.e. a human will review the automated decision). If You wish to seek a review of any such decision, please e-mail dataprivacy@companjon.com.

5.8 What Are Your Data Protection Rights?

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

Right	Details
Right to Infor- mation	You have a right to be provided with clear, transparent and easily un- derstandable 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 or Trainline 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 com- pelling 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 Per- sonal Data.
Right to Rectifica- tion	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	Details
Right to Lodge a Complaint	You have the right to lodge a complaint with the Data Protection Com- mission (" DPC ") of Ireland or with Your own local United Kingdom Data Protection supervisor about the processing of Your Personal Data. To do so, <u>use the DPC's "Raise a Concern" form</u> . You are encouraged to con- tact 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 Port- ability	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 trans- mitted directly to another controller where this is technically feasible. This right only arises where:
	 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 Deci- sion Making (in- cluding Profiling)	You have the right to not be subject to solely automated decision- making (including profiling) in respect of Your Personal Data which has legal effects or other similarly significant effects on You. To exercise this right, You can: (a) request that a person reviews any such decision; (b) express Your point of view; and/or (c) contest the decision.

5.9 Changes To This Privacy Notice

This Privacy Notice may be amended from time to time to keep it up to date with current legal requirements and the way Companjon or Trainline 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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