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TERMS AND CONDITIONS

Erste Flight Delay Insurance



**Policyholder Terms
and Privacy Notice**

Erste Flight Delay Insurance

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1 Introduction

1.1 Important Information of these Terms and Conditions

These Terms and Conditions inform You on Your rights and obligations under the Erste Flight Delay 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 & Conditions** explain the terms of Your cover to You under the Erste Flight Delay Insurance and provide 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 Erste Flight Delay Insurance is designed to meet the demands and needs of individuals who have purchased an Eligible Flight and seek cover for financial loss associated with a Delay to the Scheduled Arrival Time which is a predefined amount of Compensation.

Any compensation due and paid to You by an airline under EU Regulation 261/2004 does not impact Your Erste Flight Delay Insurance. Erste Flight Delay Insurance is not intended to replace any of your rights to compensation for delay or cancellation of flights under EU Regulation 261/2004.

Neither Erste 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 IPID and in the Insurance Certificate.

Therefore, please ensure that You consider whether the Erste Flight Delay Insurance meets Your needs based on these Terms and Conditions.

We reserve the right to accept or reject Your purchase of Erste Flight Delay Insurance at Our sole discretion. If Your application is rejected Your Premium will be refunded to You.

You must purchase Erste Flight Delay at least 7 days prior to Your Eligible Flight's scheduled arrival time.

For example, if Your Eligible Flight's scheduled arrival time is 08.00 on the 10th of October, the latest You can purchase Erste Flight Delay is 07.59 on the 3rd of October.

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, D01VY76.

Companion Insurance DAC (trading as Companion) is regulated by the Central Bank of Ireland.

Erste Bank Hungary Zrt has been directly appointed by Companion Insurance DAC as a tied insurance intermediary agent as defined in section 4(1)34a) the Hungarian Act LXXXVIII of 2014 on the business of insurance in Hungarian: "független biztosításközvetítő" and "ügynök".

The policy is distributed by Erste Bank Hungary and Companion Services DAC.

Companion Services DAC is an insurance intermediary incorporated in Ireland under registration number 659078 with registered office at Custom House Plaza, Harbourmaster Place, IFSC, Dublin 1, D01VY76.

Companion Services DAC (trading as Companion), is regulated by the Central Bank of Ireland. The Central Bank of Ireland register can be found at [centralbank.ie](https://www.centralbank.ie).

Companion Insurance DAC and Companion Services DAC are related companies. Companion Insurance DAC does not have a qualifying interest in Companion Services DAC and Companion Services DAC does not have a qualifying interest in Companion Insurance DAC. The parent company of Companion Insurance DAC and Companion Services DAC holds a qualifying interest in both parties.

1.3 Premium, Commissions & Tax

The Premium is the amount You pay to Us for Your Policy which you pay through the Erste Platform upon confirmation by You that You wish to purchase Erste Flight Delay Insurance. The total amount You pay is Premium and any additional taxes in addition to the Premium. The Premium and applicable taxes are detailed in the Insurance Certificate.

From the Premium, Erste receives from Companion Insurance DAC a marketing fee based on a percentage commission for offering the Erste Flight Delay Insurance. Companion Services DAC receives a percentage commission from Companion Insurance DAC for its insurance distribution activities.

The Premium and applicable taxes are detailed in the Insurance Certificate.

Companion Services DAC is authorised by Companion Insurance DAC to accept Premium on its behalf and pay out Compensation to You as its insurance intermediary agent. Companion Services DAC is authorised by Companion Insurance DAC to conclude Erste Flight Delay Insurance contracts on its behalf, collect Premium and handle claims under Erste Flight Delay Insurance policies on its behalf.

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 <https://www.companion.com/erstebank/>

You may also contact Customer Services by e-mail at customer@companion.com.

You can view the Solvency and Financial Condition Report of Companion Insurance DAC [here](#)

2 Definitions

Actual Arrival Time	the time that the aircraft of your Eligible Flight touches down on the runway and the wheels make contact with the ground.
Companion	Companion Services DAC and Companion Insurance DAC, as set out in further detail in section 1.2.
Compensation	the fixed amount You are entitled to receive under the Erste Flight Delay Insurance in the event of a Delay which is pre-defined and stated in Your Insurance Certificate.
Customer Services	the customer service provided by Companion Services DAC.
Delay	where the difference between the Actual Arrival Time of Your Eligible Flight and Your Scheduled Arrival Time is 90 minutes or more.
Eligible Flight	a commercial flight ticket(s) purchased by You on which You and Your Fellow Traveller(s) are named passengers, and which is either one way direct or the first leg of a multi-leg trip.
Erste Bank Account	a debit or credit account held with Erste Bank.
Erste Platform	Erste George website www.erstebank.hu , and/or Erste George mobile app.
Fellow Traveller	person(s) You will be travelling with on Your Eligible Flight for whom You have purchased a ticket(s) for the Eligible Flight.
Insurance Certificate	the e-mail You receive from Us after You purchase Erste Flight Delay Insurance which confirms Your cover is in place for your Eligible Flight.
Insurer	Companion Insurance DAC.
Premium	the amount that You pay for Your Erste Flight Delay Insurance.
IPID	the Insurance Product Information Document.
Personal Data	this term has the meaning as set out in Regulation (EU) 2016/679 General Data Protection Regulation and is any information which Companion, or Erste manages, processes or stores about You.
Policy	the Erste Flight Delay Insurance policy between Us and You which consists of these Terms and Conditions and Your Insurance Certificate.
Policyholder	the person that has entered into a Policy with Us that entitles them to cover under the Erste Flight Delay Insurance.
Privacy Notice	Information relating to how we process your data in accordance with applicable Data Protection laws and regulations which is included in the Terms and Conditions and summarised under section 1.1.
Scheduled Arrival Time	the time Your Eligible Flight is scheduled to arrive as indicated on Your Insurance Certificate.
Terms and Conditions	this document that is composed of the Terms and Conditions, and the Privacy Notice.
We, Our, Us	Companion Services DAC acting on behalf of Companion Insurances DAC.
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 in the event of a Delay to your Eligible Flight.

When there is a Delay to Your Eligible Flight, You are only entitled to the amount of Compensation stated in Your Insurance Certificate. If Your Eligible Flight is delayed for longer than the Delay stated in Your Insurance Certificate due to runway traffic, mechanical aircraft fault or any other reason, you are not entitled to any additional payment.

3.2 How do We process Your Compensation?

Your Compensation under the Erste Flight Delay Insurance is triggered automatically meaning that You do not have to inform Us of any Delay to Your Eligible Flight. You will receive an email from Us confirming the amount of Compensation to be paid to You. The Compensation will be paid into Your Erste Bank Account.

We rely on real-time independent third-party flight data to identify any Delay to Your Eligible Flight. We monitor this independent data for up to 25 hours after the Scheduled Arrival Time to ensure that we use all data available about Your Eligible Flight to identify any Delay. We reserve the right to request additional information from You regarding Your Eligible Flight and Delay.

Compensation is a single lump sum payable only to You if You suffer a Delay to Your Eligible Flight of the number of minutes stated on Your Insurance Certificate. Compensation is pre-determined and set out in Your Insurance Certificate email.

No Compensation will be paid:

a) if You do not meet the conditions listed in Section 4.
b) if Your flight is not an Eligible Flight.
c) if Your flight had a cancelled or delayed status at the time of purchase.
d) if there is no Delay to Your Eligible Flight.
e) for any flight not listed on the Insurance Certificate.
f) if You are denied boarding to the Eligible Flight or otherwise do not board the Eligible Flight.
g) If Your flight is not a commercial flight, i.e. chartered flight.
h) to anyone other than You.
i) if You are directly responsible in any way for the Delay; or
j) if payment is illegal including under any law or sanction.

3.3 How can You submit a complaint?

If You are dissatisfied with Our services or do not agree with a decision made regarding Your Policy, You can submit a complaint via email 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

Contact details Hungarian Arbitration Board:

The Financial Arbitration Board

Krisztina korut 39

1013 Budapest, Hungary

Tel: +36 80 203 776

Email: ugfelszolgalat@mnbb.hu

Website: www.mnbb.hu/en/hungarian-financial-arbitration-board

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

4 Policyholder Terms

4.1 Policyholder

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

- a) be over 18 years of age.
- b) be a Hungarian resident.
- c) hold an active Erste Bank Account
- d) hold a valid ticket for an Eligible Flight, for which You or any Fellow Traveller are a passenger; and
- e) purchase the Erste Flight Delay Insurance policy at least 7 days and no more than 120 days before the scheduled arrival time of Your Eligible Flight.

4.2 Cover Period

Your policy begins when you receive your insurance certificate and cover commences from the Scheduled Arrival Time of your Eligible Flight and expires:

- (a) If it is confirmed by Us there is no Delay to Your Eligible Flight.
- (b) once Compensation under Your Erste Flight Delay Insurance has been paid to You.

4.3 Our right to cancel Your Policy

If You deliberately provide misleading or falsified information about You or in relation to the Eligible Flight, You may not be entitled to claim the Compensation and We may have the right to cancel Your Policy when such misleading or falsified information would have led Us to refuse insurance cover prior to inception.

4.4 Our right to Recovery

If You purchase the Erste Flight Delay Insurance and claim Compensation where You have not met the eligibility as stated in 4.1, we reserve the right to recover the paid Compensation that You received.

4.5 Your right to withdraw

You may withdraw Your Policy within **14** days of receiving the Insurance Certificate and receive a full refund, provided that Your Policy **starts more than 28 days before the scheduled arrival time and** no Compensation has been claimed or is pending claim.

You can withdraw Your Policy by contacting the Customer Service team and requesting to withdraw your Policy. Dispatch of Your withdrawal notice is sufficient to comply with the time limits.

4.6 Cancellation/Rescheduling by Airline

If your Eligible Flight is cancelled by the airline prior to the scheduled arrival time, We will refund Your Premium to You and cancel Your policy.

If Your Eligible Flight is cancelled by the airline after the scheduled arrival time, We will consider this a Delay and will pay You the Compensation to You but We will not refund your Premium.

If Your Eligible Flight is rescheduled by the airline more than 24 hours prior to the Scheduled Arrival Time, the Erste Flight Delay Insurance will be automatically amended to cover the new timeScheduled Arrival Time.

If Your Eligible Flight is **rescheduled by the airline** less than 24 hours prior to the Scheduled Arrival Time, then the following applies:

- (a) if the Eligible Flight is arriving later than the Scheduled Arrival Time as stated in Your Insurance Certificate the Erste Flight Delay Insurance Scheduled Arrival Time will remain as stated in Your Insurance Certificate.
- (b) if the Eligible Flight is arriving earlier than the Scheduled Arrival Time as stated in Your Insurance Certificate the Erste Flight Delay Insurance will be automatically amended to cover the new Scheduled Arrival Time.

If Your Eligible Flight is rescheduled more than 24 hours or less than 24 hours prior to the scheduled arrival time with a **new flight number**, the Erste Flight Delay Insurance will be automatically cancelled, and the Premium will be refunded to You.

4.7 Important Information

Should We make changes to Your Insurance Policy that affect Your cover, 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.

These Terms and Conditions and translated versions can be accessed here:

[Hungarian](#)

In the event any term of these Terms and Conditions are found to be invalid, unenforceable, or unfair, the remainder of these Terms and Conditions shall remain in full force and effect.

Only You can avail of cover under the Erste Flight Delay Insurance.

4.8 Law & Dispute Resolution

Your Policy is governed by Hungarian law and subject to the jurisdiction of the Hungarian Courts.

5 Privacy Notice

5.1 Purpose and Scope of this Privacy Notice

This Privacy Notice¹ sets out the basis on which Your Personal Data is collected, used and stored under the Erste Flight Delay Insurance.

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

For the purposes of this Privacy Notice, the controller of Your Personal Data may be Companionjon, or Erste 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, Companionjon, and Erste 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 Companionjon's data privacy officer by e-mailing dataprivacy@companionjon.com. Companionjon will deal with data protection queries or requests made by You in relation to Your Personal Data on behalf of Erste. You are also entitled to make such queries or requests directly to Erste who may in turn refer Your request to Companionjon. 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 Flight Delay Insurance, please send an e-mail to customer@companionjon.com.

5.2 Overview of this Privacy Notice

Your Personal Data is collected from You for the purposes of providing You with an Erste Flight Delay Insurance policy. Erste Bank owns and operates the Erste Platform where You purchase Insurance. For the purposes of this Privacy Notice, Erste and Companionjon may act as joint controllers of Your Personal Data. Please note that Erste has its own separate terms & conditions and privacy notice relating to Your use of the Erste Platform and processing of Your data with which You should familiarise yourself. Companionjon is not responsible for, and does not accept liability for, the terms & conditions, privacy notice or other terms of the Erste Platform to which You may be subject as part of Your Erste bank account.

5.3 What Personal Data Is Collected About You?

Companionjon, and Erste may collect and process the following types of Personal Data about You

Personal Data	Details
Policyholder Data	<p>When You provide information required for becoming a Policyholder, some or all of the following Personal Data is collected about You:</p> <ul style="list-style-type: none"> • Details about Your identity which includes Your title, full name, e-mail address and where applicable date of birth. • Details relating to Your Eligible Flight which includes Your flight number, flight provider, flight departure and arrival times, flight departure country and airport, flight arrival country and airport. • Details about Your Insurance which includes Your policy number. • Details relating to Your internet protocol (IP) address used to connect Your computer to the internet for Your purchase. Erste "tokenized" customer ID number which is the encrypted reference number associated with Your insurance policy.
Claims Data	<p>When a claim is made it is necessary for Companion to collect and generate some or all of the following Personal Data about You (in addition to other data already collected):</p> <ul style="list-style-type: none"> • date of Your claim, • date time of Your Eligible Flight Delay (or Cancellation); and • Compensation amount of claim.
Customer Support & Service Data	<p>When You submit a query or request in connection with Your policy, it is necessary to collect and generate the following Personal Data about You (in addition to other data already collected):</p> <ul style="list-style-type: none"> • The nature of Your query or request (e.g., customer support/troubleshooting request, policy cancellation request, or refund request. • Your email, full name, date of birth and flight information for authentication purposes; and • The date of Your query and request.
Direct Marketing Data	<p>If You choose to receive direct marketing communications, Your Personal Data relating to Your marketing preferences will be collected (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 Is Your Personal Data Used?

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

Why (Legal Basis)	How (Purposes)
To manage Your Policy – contractual necessity	<p>It is necessary to process Your Policy Data, Claims Data and/or Customer Service & Support Data to enter into and perform the insurance contract with You, including:</p> <ul style="list-style-type: none"> • To manage the insurance contract with You under the Policy Terms (e.g., assess Your eligibility, assess Your level of insurance cover, assess the price of Your insurance cover, and administer Your Compensation. • To assess and process any claims You make. • To process any customer service & support requests from You; and • To maintain and store records in relation to You/Your policy. <p>IMPORTANT: it is a contractual requirement for You to provide Your Policy Data, Claims Data and Customer Support & Service Data for the purposes set out above. If You do not provide such Personal Data that can be processed for these purposes, it will not be possible to manage Your Policy or handle Your requests/queries.</p>
To serve the Policyholder and the business interests of involved parties –our legitimate interests	<p>It is necessary to process Your Personal Data for the purpose of pursuing Companjon's, and Erste legitimate business interests. The specific purposes of such legitimate business interests are detailed below.</p> <ul style="list-style-type: none"> • Information Security: Your Personal Data may need to be processed for the purposes of maintaining appropriate assurances that it remains secure. • Direct Marketing: In certain circumstances, Your Direct Marketing Data will be processed to send You marketing communications (e.g., about 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. <p>Important: Before using Your Personal Data to pursue legitimate business interests, the impact of the processing activities is carefully considered against Your fundamental rights and freedoms.</p> <p>You have certain rights when Your Personal Data is processed on this basis, such as the right to object. For information about how to exercise this right, please see section 5.8 of this Privacy Notice (What are Your data protection rights?).</p>
To uphold the law - comply with legal obligations	<p>Your Policy 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 any European Union Member State laws.</p>

Why (Legal Basis)	How (Purposes)
Where You have provided Your explicit consent	<p>Your Direct Marketing Data may be processed to send You marketing communications (e.g., about Companion's other insurance products and services) when You have provided Your explicit consent to do so.</p> <p>Your Personal Data may also be processed on the basis of Your explicit consent in other limited circumstances.</p>

5.5 Transfers Of Your Personal Data And Other Recipients

Whenever Your Personal data is transmitted to external parties that process the data on behalf of Companion, or Erste 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 and Erste 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.

5.6 How Long Is Your Personal Data Kept?

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

Personal Data	Retention Period
Policyholder Data, Claims Data and Customer Service & Support Data	7 years from the date on which Your Flight Delay cover expires.
Direct Marketing Data	The length of time You choose to receive direct marketing communications until You unsubscribe plus a reasonable period of time after that to allow for Your direct marketing preferences to be updated and/or Your Personal Data to be deleted.

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

5.7 Is Your Personal Data Processed Using Automated Tools?

Companion may engage in automated decision making to assess Your policyholder eligibility or to determine Your eligibility to make a claim. Such assessments can determine an outcome which could have legal or other similar effects for You. When such automated decision-making is carried out, it can be based on systems and controls which help to e.g. assess Your eligibility to become a Policyholder and use of systems and controls to assess whether You are eligible to receive Compensation based on third party data (such as delayed flight times).

IMPORTANT: Automated decision making may determine that You are not eligible to benefit from the Flight Delay 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@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 on the basis of 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 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 or Erste relies on its legitimate business interests to process such Personal data. You can request that processing of Your Personal Data is stopped, and such processing shall cease unless compelling legitimate grounds to continue processing Your Personal Data can be demonstrated or if Your Personal Data is needed in connection with any legal claims.
Right of Access	You have the right to access the Personal Data processed about You. If You exercise this right, You will receive confirmation about whether Your Personal Data is processed and, if so, a copy/copies of Your Personal Data.
Right to Rectification	You have the right to correct the Personal Data processed about You if the Personal Data about You is inaccurate or incomplete.
Right to Erasure	You have a right to request, in certain circumstances, the deletion of Your Personal Data. For example, if You exercise the right to object and no overriding reason exists to continue processing Your Personal Data or if processing Your Personal Data is no longer needed.
Right to Restriction	You have the right, in certain circumstances, to restrict processing of Your Personal Data. For example, if You contest the accuracy of the Personal Data held about You or You object against processing Your Personal Data.
Right to Withdraw	When You have given consent to the processing of Your Personal Data, You can withdraw such consent at any time and without giving reasons. This does not affect the lawfulness of processing based on Your consent until withdrawal.
Right to Lodge a Complaint	You have the right to lodge a complaint with the Data Protection Commission ("DPC") of Ireland or with Your own local EEA Data Protection supervisor about the processing of Your Personal Data. To do so, use the DPC's "Raise a Concern" form. You are encouraged to contact Companjon or Erste before raising a concern with the DPC to see if any concerns You have about the processing of Your Personal Data can be resolved.

Right	Details
Right to Data Portability	<p>You may request copies of Your Personal Data which You have provided, to be provided back to You in a structured, commonly used and machine-readable format and You may request that Your Personal Data is transmitted directly to another controller where this is technically feasible. This right only arises where:</p> <ul style="list-style-type: none"> • Your Personal Data is processed on the legal basis that it is necessary to perform the contract with You; and • the processing is carried out by automated means.
Right in Respect of Automated Decision Making (including Profiling)	<p>You have the right to not be subject to solely automated decision-making (including profiling) in respect of Your Personal Data which has legal effects or other similarly significant effects on You. To exercise this right, You can: (a) request that a person reviews any such decision; (b) express Your point of view; and/or (c) contest the decision.</p>

5.9 Changes To This Privacy Notice

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