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INSURANCE MEMBERSHIP PACK

Cancellation Upgrade Benefit
(Terms & Conditions)

CANCELLATION UPGRADE BENEFIT

Contents

- 1 Introduction 2
 - 1.1 Structure of this Membership Pack..... 2
 - 1.2 Involved Parties 2
- 2 Definitions..... 3
- 3 Benefits Guide 5
 - 3.1 Introduction 5
 - 3.2 General Queries and Information 5
 - 3.3 Benefits, Payout and Exclusion 5
 - 3.4 How do We process Your Payout? 6
 - 3.5 How can You submit a complaint? 6
- 4 Membership Terms 7
 - 4.1 Membership..... 7
 - 4.2 Membership Term and Cover Period 7
 - 4.3 Our right to cancel Your membership 7
 - 4.4 Your right to withdraw 7
 - 4.5 Your right to reschedule/amend booking 8
 - 4.6 Cancellation in advance of the Cover Period 8
 - 4.7 Cancellation by Supplier 8
 - 4.8 Commissions & Tax 8
 - 4.9 Important Information 8
 - 4.10 Law & Dispute Resolution 8

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 GetYourGuide customers that are protected under the Cancellation Upgrade Benefit

This Membership Pack contains a Benefits Guide, Membership Terms, the IPID, and a Privacy Notice.

- The **Benefits Guide** explains the Benefits available to You under the Cancellation Upgrade Benefit 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 GetYourGuide customers that are protected under the Cancellation Upgrade Benefit.
- The **Privacy Notice** (separate document) which 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 for 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

Activity	Tours, activities, or experiences worldwide which can be booked through the GetYourGuide platform, (collectively "Activity" or "Activities").
Benefits	The membership benefits are detailed in the Benefits Guide and consist of cover under the Cancellation Upgrade Benefit and other benefits and services.
Benefits Guide	Section 3 of the Membership Pack and summarised under section 1.1.
Booking	The booking of an Activity through the GetYourGuide Platform.
Cancel, Cancellation	The cancellation of a Ticket on the GetYourGuide platform; if a Booking contains more than one Ticket, you can cancel the full Booking (i.e., all Tickets of such Booking) or individual Ticket(s) of such Booking.
Companion	UAB Companion Distribution (We), and Companion Services DAC, as set out in further detail in section 1.2.
Payout	The amount You are entitled to receive under the Cancellation Upgrade Benefit if You Cancel a Ticket.
Cover Period	The period of time as stated in the Membership Certificate with start date and end date.
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.
GetYourGuide Customer Services	The customer service provided by GetYourGuide.
Cancellation Upgrade Benefit	The insurance coverage offered for Bookings of GetYourGuide customers under the Group Insurance Policy between the Insurer and Us.
GetYourGuide Platform	The GetYourGuide online mediation platform, which can be accessed, among others, at the URLs www.getyourguide.de , www.getyourguide.com , all other country websites, the local and mobile apps and applications and the GetYourGuide Customer Services.
Group Insurance Policy	The insurance policy between Us and Insurer that gives Us the right to add the Members as insured persons to the Cancellation Upgrade Benefit
Insurer	Companion Insurance DAC.
IPIID	The insurance product information document.
Member	A member of the group of GetYourGuide customers that have entered into a membership agreement with Us that entitles them to the Benefits.
Membership Terms	The terms, as defined in section 4 of the Membership Pack and summarised under section 1.1.
Membership Fee	The amount You pay upfront to become a Member of the group.
Membership Certificate	The PDF document included in the e-mail You receive after Booking an Activity with Cancellation Upgrade Benefit together with the Membership Pack, the Membership Certificate constitutes the membership agreement.
Membership Pack	This document that is composed of the Benefits Guide, the Membership Terms, the IPIID, and the Privacy Notice.
Personal Data	This term has the meaning as set out in Regulation (EU) 2016/679 General Data Protection Regulation and is any information which Companion, the Insurer or GetYourGuide manages, processes or stores about You or any other person included in Your Booking in relation to this Cancellation Upgrade Benefit.

Privacy Notice	Included in the Membership Pack (separate document) and summarised under section 1.1.
Scheduled Start Time	The scheduled start time of Your Activity as indicated in the Membership Certificate.
Service Agreement	The agreement you conclude with the Supplier of an Activity if you book an Activity on the GetYourGuide Platform.
Supplier	The local suppliers around the world that offer the Activities online on the GetYourGuide Platform.
Ticket(s)	The ticket(s) that is/are issued by GetYourGuide together with booking confirmation.
We, Our, Us	UAB Companjon Distribution.
You, Your	The person named in the Membership Certificate as Member.

3 Benefits Guide

3.1 Introduction

The Cancellation Upgrade Benefit is designed to meet the demands and needs of individuals who made a Booking through the GetYourGuide Platform and seek cancellation insurance cover which allows them to Cancel their Booking for any reason within the Cover Period and receive the Payout specified in their Membership Certificate.

The Cancellation Upgrade Benefit is not designed to be purchased and used for Tickets for Activities which are Booked on the GetYourGuide Platform and are then resold.

The Cancellation Upgrade Benefit offered to You is customised around the cancellation options of the Supplier of the Ticket(s) on Your Booking.

Neither the Insurer, GetYourGuide or 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 Membership Certificate.

Therefore, please ensure that You consider whether the Cancellation Upgrade Benefit meets Your needs based on the terms and conditions of GetYourGuide and of the Supplier that provides the Activity.

The Cancellation Upgrade Benefit allows GetYourGuide customers to benefit from a Group Insurance Policy between the Insurer and Us. Under the Group Insurance Policy, the Insurer offers to You a Payout when You Cancel a Booking within the Cover Period.

To avail of this and the other benefits, You have to become a Member. You apply to become a Member by choosing and herewith accepting the Cancellation Upgrade Benefit option on the GetYourGuide Platform.

3.2 General Queries and Information

In case of any queries or if You are looking for further information, the GetYourGuide Customer Services team is available to support 24/7 via any of the following channels.

Support by Email:

www.getyourguide.com/contact

Support by Phone:

Germany:	+49 30 56839445
Italy:	+39 6 9480 0677
Spain:	+34 911 23 56 12
France:	+33 1 75 85 97 22

Support by WhatsApp (chat only):

English	+49 151 23457858
Deutsch	+49 151 21051696
Français	+49 151 14570675
Italiano	+49 151 21034783
Español	+49 151 21050591

3.3 Benefits, Payout and Exclusion

As a Member, You are entitled to a Payout for Your financial loss if You Cancel a Booking with one or more Tickets during the Cover Period. The financial loss is pre-agreed and corresponds to the Payout amount for each Ticket as stated in the Membership Certificate. Any additional financial loss or costs incurred in relation to the Cancellation are not compensated as part of the Payout.

To get Your Payout, **You must Cancel Your Ticket(s) on the GetYourGuide Platform within the Cover Period as stated in Your Membership Certificate.**

You will be guided through the Cancellation process on the GetYourGuide platform.

By Cancelling a Ticket:

- a) You confirm that You and any other persons no longer wish to use the Ticket and that You did not get any compensation or refund directly from Cancelling the Ticket with Supplier;
- b) You waive Your right to use such Ticket for any Activity.

Should You wish to Cancel Your Ticket(s) before the Cover Period commences, you should contact GetYourGuide Customer Services.

No Payout will be made:

- a) if You Cancel a Ticket **outside Your Cover Period**.
- b) if you resell Your Tickets for the Activity.
- c) if the Payout is **prohibited under any applicable law or sanction regime**; or
- d) if the **Supplier cancels** the Activity within 24 hours of the Scheduled Start Time.

3.4 How do We process Your Payout?

Once You Cancel a Ticket(s) during the Cover Period, You will receive an e-mail from GetYourGuide confirming the Cancellation and the Payout with further information regarding the Payout to You.

We arrange the transfer of the Payout 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 request the Payout from the Insurer without Our consent or any precondition other than being a Member by contacting the Insurer directly. The Insurer has no right to decline or reduce Your Payout if You paid Your Membership Fee and are entitled to receive a Payout. In the unlikely event the Group Insurance Policy expires, Your entitlement to the Payout will not be affected.

3.5 How can You submit a complaint?

If You are dissatisfied with Our or the Insurers services or do not agree with a decision made regarding Your Benefits, 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

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

4 Membership Terms

4.1 Membership

To become a Member, You must fulfil the following conditions during the term of the membership;

- a) You must book the Activity more than 24 hours but less than 120 days in advance of the Scheduled Start Time;
- b) You must have the legal capacity to use the booking services on the GetYourGuide Platform;
- c) You must book Your Activity on the GetYourGuide Platform whilst located within an EEA country; and
- d) When booking Your Activity You do not intend to resell the Tickets.

Your membership requires that You are at all times in possession of all underlying Ticket(s) for Your Activity and that all underlying Ticket(s) 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 Cancellation Upgrade Benefit option on the GetYourGuide Platform. We accept Your application, and You become a Member, when We send the Membership Certificate to You by e-mail.

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.

For each Booking with Cancellation Upgrade Benefit You receive one Membership Certificate. If You make a Booking for more than one Ticket, You are issued with a separate membership for each Ticket and the Membership Certificate contains the details for each of these separate memberships.

4.2 Membership Term and Cover Period

Your membership starts when you have paid the Membership Fee and when We have sent You the Membership Certificate by e-mail. Your membership ends when Your Cover Period expires or when You receive a Payout.

The membership term is not the same as Your Cover Period. The Cover Period is the period during Your membership term where You can Cancel Your Booking for any reason and receive the Payout.

4.3 Our right to cancel Your membership

If You deliberately provide **misleading or falsified information** about You or in relation to the membership, the Booking, the Tickets, or the Activity including but not limited to your intention to resell the Tickets for Your Activity, You may **not be entitled to claim the Payout** and **We may have the right to cancel Your membership** when such misleading or falsified information changes the subject matter of the risk to be compensated.

4.4 Your right to withdraw

You may withdraw Your membership within 14 days of receiving the Membership Certificate and receive a full refund of the Membership Fee, provided that no Payout has been claimed or is pending claim. **The right to withdraw Your membership is excluded if Your membership starts less than 28 days before the Scheduled Start Time.** The withdrawal of Your membership does not affect the validity of Your Booking and the underlying Ticket(s).

You can withdraw Your membership by contacting the GetYourGuide customer service team and requesting to withdraw your membership. Dispatch of Your withdrawal notice is sufficient to comply with the time limits.

4.5 Your right to reschedule/amend booking

GetYourGuide allows You to make certain changes or modifications to Your Booking through the GetYourGuide Platform e.g., to reschedule Your Booking to a new time or date. Provided the Booking price of the Booking remains the same Your Membership will remain valid for the new Scheduled Start Time.

Your membership shall cease, and the Membership Fee will be refunded if the change or modification through the GetYourGuide Platform results in a change of the Booking price.

4.6 Cancellation in advance of the Cover Period

Your **membership shall cease**, and You receive a **full refund of the Membership Fee** if You Cancel a Booking on the GetYourGuide Platform in advance of the Cover Period, in accordance with the applicable cancellation terms and conditions of GetYourGuide and the Supplier.

4.7 Cancellation by Supplier

Your **membership shall cease**, and the **Membership Fee will not be refunded** if a Supplier cancels a Ticket within 24 hours of the Scheduled Start Time.

If Supplier cancels a Ticket between the Booking purchase date and 24 hours before the Scheduled Start Time Your membership will cease, and the Membership Fee will be refunded.

4.8 Commissions & Tax

The Membership Fee is the total amount You pay to Us in return for Your membership and the Benefits. For each Member, we pay an insurance premium to the Insurer. The insurance premium includes a commission the Insurer pays to Companjon Services DAC for arranging the Group Insurance Policy. In addition, we pay a fee to GetYourGuide for its services and for establishing the contact to GetYourGuide customers by granting Us access to the GetYourGuide Platform. The rest of the Membership Fee covers Our costs for managing the memberships and arranging the Benefits. The insurance premium and applicable taxes are detailed in the Membership Certificate.

4.9 Important Information

Should We agree with the Insurer on changes to the Group Insurance Policy that affect Your Benefits, We will inform You by e-mail at least 30 days in advance. In case of such notification, You will have the right to cancel Your membership within 30 days of Our notification.

This Membership Pack and translated versions can be accessed here:

[English \(EN\)](#)

[French \(FR\)](#)

[German \(DE\)](#)

[Italian \(IT\)](#)

[Spanish \(ES\)](#)

[Lithuanian \(LT\)](#)

In the event any term of this Membership Pack is found to be invalid, unenforceable, or unfair, the remainder shall remain in full force and effect.

4.10 Law & Dispute Resolution

Your membership is governed by German law. If You have Your habitual residence in another country at the time You submit Your application for membership, the application of the mandatory legal provisions of that country remains unaffected by the choice of law in this section. This includes articles 82 to 91 of Spanish Consumers and Users Consumers Act (Royal Decree 1/2007) that always prevail.

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