

Setoo Disruption Insurance

1. General questions about the policy?

If **you** have any general questions about **your** policy, **you** can contact **us**:

- by email: cs@setoo.com
- by telephone: +30 210 970 1969 (cost of a local call)

2. What is your "Setoo Disruption Insurance" policy?

The purpose of **your** policy is to provide **compensation** in the event of a **disruption** affecting the **covered booking**.

3. Who are the parties involved in your policy?

Insurer

Wakam, is a French insurance company whose principal place of business is 120-122 rue Réaumur 75002 PARIS, authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France, Intra-community VAT number FR59562117085, registered in the Trade and Companies Register (Registre du Commerce et des Sociétés) of Paris under number 562 117 085 and operating through the freedom to provide services in Greece.

Intermediary

Setoo SAS, is a French broker whose principal place of business is 30 rue Fortuny 75017 PARIS, Intra-community VAT n°FR21840090328 registered in the Trade and Companies Register of Paris under number 840 090 328 and operating through the freedom to provide services in Greece.

4. What are the components of your policy?

Your policy consists of:

- these terms and conditions, which detail the policy's coverage, as well as the functioning of the policy;
- and the policy schedule, which personalises the policy with the personal information **you** provided at the time of purchase and any changes made during the agreement.

5. Definitions

Whenever the following words appear in **bold** in these terms and conditions, whether in the singular or the plural, they will always have the following meanings:

- **Policyholder/Insured person/You/Your/Yours:** means the person(s) named in the Policy schedule. The insured undertakes to pay the premium for this policy.
- **Insurer/We/Us/Our:** means Wakam, whose legal notices appear in Article 3 of this policy.
- **Compensation:** the amount stated in **your** policy schedule and that **we** will pay if the **covered booking** is subject to a **disruption**, in accordance with the conditions set out below.
- **Computer virus:** a computer program or set of programs designed to undermine the integrity, availability or confidentiality of computer systems.
- **Covered booking:** any product or service, booked in advance, which is insured against the consequences of a **disruption**. The following are covered, as specified in **your** policy schedule:
 - » **Transport:** booking a flight, train, bus, boat, ferry or taxi ;
 - » **Accommodation:** booking a hotel, camp site or rental accommodation;
 - » **Activity:** booking a sports activity, excursion or visit;
 - » **Events:** booking a concert, show or any private or public event;
 - » **E-commerce:** the availability of a parcel to be collected from a parcel shop, to be delivered to an address or to a parcel delivery service.
- **ORACLE:** the data source used to confirm the **disruption and specified in your Policy Schedule**.
- **Disruption trigger:** stated on **your** policy schedule, the event, as determined by **ORACLE**, as a result of which **your** experience is deemed affected and **compensation** is triggered. Depending on the **disruption**, the measurement of the event that occurred is measured in units of time (day, hours, minutes), precipitation volume (millimetres of rain), centimetres of snow, wind speed in kilometres per hour or length (kilometres).
- **Disruption:** any of the events listed below, as stipulated in **your** policy schedule, provided that the **disruption trigger** defined in **your** policy schedule and measured by the **ORACLE** is met, including:
 - » any delay in the departure and/or arrival of a transport;
 - » any missed connection;
 - » any weather event: volume of rain, wind speed, duration of sunshine, height of snowfall, temperature level;
 - » any cancellations caused by weather, strike, transport failure delay, transportation failure, or force majeure.

- **Setoo:** means **Setoo** whose legal notices appear in Article 3 of this document.

6. Disruption insurance

A. Purpose of the cover

The **insurer** provides **compensation** to the **insured person** in the event of **disruption** to the **covered booking** which meets the **disruption trigger** stated in the policy schedule.

B. Effective Date and Coverage Period

The cover takes effect on the date shown in the policy schedule and automatically ceases on the end date of the cover as specified in **your** policy schedule.

C. Territorial Limits

Coverage applies in Greece.

D. Compensation

The type and amount of **compensation** set out in the policy schedule.

7. What events are not covered?

- **Compensation** will not be paid for a **disruption** that **you** are aware of prior to the date of purchasing this policy.
- **Compensation** will not be paid if **you** miss **your** transport due to circumstances beyond the control of the airline or a service provider.
- **Compensation** will not be paid if the **disruption** does not reach the **disruption trigger** defined in **your** policy schedule.
- **Damage to computer equipment and media, immaterial damage to data and computer programs as well as any additional costs incurred by the original insured and resulting, directly or indirectly, in particular:**
 - **Damage of any kind, which in their origin or their extent would result from the effects of a computer virus;**
 - **Damage related to radiation, nuclear waste, explosive materials, toxic waste, wars, terrorism, revolutions, foreign hostilities.**
- **Compensation will not be paid if you cancel your ticket.**
- **Compensation** will be paid only when the agreed **Oracle**, specified on the Policy Schedule, logs an event beyond the threshold set in the policy schedule.
- Any other circumstances do not affect compensation payment (operators' bankruptcy, Ferry cancellation, etc.).

8. Liability limit

We cannot replace local or national emergency relief bodies and do not cover the costs incurred as a result of their intervention.

9. Premium

A. How to pay for the policy

The insurance premium is paid at the time of purchase and can be paid by credit card, Paypal direct debit or by SEPA.

B. Premium amount

The amount of the premium payable is the one mentioned in the Schedule of this policy.

10. Term of the Agreement Period of cover

A. Policy term

The policy is determined for a current fixed term as specified in **your** policy schedule. Cover begins when the policy is purchased and ends at the time stated on the policy schedule.

11. Miscellaneous provisions

A. Jurisdiction

Any dispute arising from the performance, non-performance or interpretation of the policy shall be dealt with under the jurisdiction of the courts of Greece.

B. Language

The language of the policy is Greek and all communications will be in the Greek language.

C. Claims Procedure

As soon as **your disruption** is confirmed and it reaches the **disruption trigger** as defined above, **we** will immediately pay the amount of **compensation** as set out in **your** policy schedule by crediting the means of payment used to subscribe to the policy.

If **you** believe that **we** should have provided **compensation** because **you** believe that the **disruption** affecting **your covered booking** meets or exceeds the **disruption trigger** stated on **your** policy schedule but **we** have not paid **you** anything, you can contact us:

- By email: cs@setoo.com
- By telephone: +30 210 970 1969 (cost of a local call)

We strive to keep **you** informed via SMS or email about events that affect **your covered booking**.

If for any reason **you** are unable to receive a message, **we** will not be held responsible. If **you** would like to change or update **your** mobile phone number, please provide **us** with the updated information as soon as possible.

12. Complaints Procedure

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

You can contact **our** Complaints Team, who will arrange an investigation on **your** behalf:

- By email: cs@setoo.com
- By telephone: +30 210 970 1969 (cost of a local call)

We will acknowledge **your** complaint within 5 working days, investigate **your** complaint and endeavour to send a final response to **you** as soon as practical.

If **we** are unable to provide **you** with a final response within 4 weeks (20 working days) of receipt of **your**

complaint **we** will send **you** an update. If **we** are unable to provide **you** with a final response within 50 days, **we** will write to **you** explaining why and advise **you** when **you** can expect a final response.

If, after **our** investigation is complete, it is impossible to reach an agreement, **you** may have the right to complain to the competent authorities:

A) La Médiation de l'Assurance
TSA 50 110
75441 Paris cedex 09 - France
Website : <http://www.mediation-assurance.org/Saisir+le+mediateur>

B) Bank of Greece – Department of Private Insurance Supervision
21, El. Venizelou Avenue
PC 10250 Athens
Tel: 210 3205222, 210 3205223
Website: www.bankofgreece.gr

C) General Secretariat for Consumer Affairs – Ministry of Development and Investments
“Consumer Line 1520”
Website: <http://www.mindev.gov.gr/καταγγελίες-πολιτών/>

D) Hellenic Consumers' Ombudsman, Independent Authority
144, Alexandras Avenue
PC 11471, Athens
Website: www.synigoroskatanaloti.gr

The complainant may report to the Hellenic Consumers' Ombudsman within one year of his/her full knowledge of the issue.

If the insurance policy has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link:
<http://ec.europa.eu/consumers/odr/>.

These procedures do not affect your right to take legal action. The initiation of the above procedure does not interrupt the statute of limitation of the complainant's legal claims, while the complainant is entitled to insist on his/her complaint if he/she is not fully satisfied by the Company's response.

13. Use of your personal data

Details of **you, your** insurance cover under this policy and claims will be held by **SETOO SAS and Wakam** (acting as Joint Data Controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We are committed to comply with applicable data protection regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), and Greek Law 4624/2019 implementing certain provisions of the GDPR.

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- g. disclosure of your personal data to the following third parties:
 - To our group companies such as our parent company and affiliated companies;
 - To our service providers and subcontractors, for the purposes of managing and executing your contract;
 - To other insurance companies (intermediaries, reinsurers);
 - To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet our legal and regulatory obligations.
- h. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of recordkeeping, training and quality control;
- i. technical studies to analyze claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;

- j. obtaining and storing any relevant and appropriate supporting evidence for **your** claim, for the purpose of providing services under this policy and validating **your** claim; and
- k. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We note that the collection and processing of some of your personal data is necessary for the purposes of preparing, concluding and executing your policy. In this sense, should you refuse to provide us with such personal data, we may not be able to conclude your policy.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). **You** may withdraw **your** consent to marketing at anytime, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements **we** have entered into with the receiving parties provide a similar level of protection of personal data.

We will store your personal data for the time period that is required for the execution of your policy, and until the expiration of all legal limitation periods applicable to the present insurance policy.

By purchasing this policy and using **our** services, **you** acknowledged during the customer journey that **we** may use **your** personal data, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice - see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If you have any questions or queries regarding the use of your personal data, or to exercise your rights relating to such personal data, please contact our Data Protection Officer at the following address:

Wakam
Délégué à la Protection des Données
120-122 rue Réaumur
75002 Paris, France

Or by email to: dpo@wakam.com

You may file a complaint with the competent Data Protection Authority (Hellenic Data Protection Authority: www.dpa.gr)

14. Insurance Supervisory Authorities

The Insurance intermediary and the Insurer are submitted at the authority of the Bank of Greece, 21, El. Venizelou Avenue PC 10250 Athens.

SETOO SAS and Wakam, as a french companies are also submitted at the authority of the Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 place de Budapest - CS92459 - 75436 Paris Cedex 09, France.