

# Information Notice

## Tryp.com Flight Disruption Insurance

This Information Notice describes the coverages, exclusions, and obligations of the Insured person(s)\* under the insurance policy taken out by:

### The Policyholder

Company with registered office at Cortex Park 26, 523 Odense – Denmark, which is the agency you booked your stay with.

### The Insurer

Wakam, 120-122 rue Réaumur, 75083 Paris 02, registered with the Paris Trade and Companies Registry under the number 562117085 subject to the control of ACPR (Autorité de Contrôle Prudentiel et de Résolution), 4 place de Budapest 75436 Paris Cedex 09, France.

### The Insurance Intermediary

The trading name of the French company GOLAO - Simplified joint-stock company with a share capital of 162,361 €, registered in the Strasbourg Trade and Companies under the number 843 042 433 and in the ORIAS under number 19 001 275, whose head office is located at 9 allée des Marquises - 67000 Strasbourg, France.

### The Insured Person(s)\*

The ticket holder: The Insured person(s)\* is the person who has underwritten an airline flight with Koala partners.

This Information Notice shall be deemed to be the General Terms and Conditions which shall determine the scope of cover and the rights and obligations of the insured person(s)\*, the Policyholder, and the Insurer.

## Article 1 - Method for signing the Policy

The policy is offered for online membership and is intended for any person holding an Airline ticket\* for a flight as described below.

By subscribing to the "Flight Disruption" policy, the Member becomes an Insured person\* and accepts that all policy documents are sent to them electronically, by e-mail in PDF format.

You can sign up for the policy online on Tryp.com website. The provision for signing the policy can vary according to the Koala partner.

The policy must be signed at least 3 days before flight departure.

After having read the Information Document on the Insurance Product (IPID), the provisions of the Information Notice and accepted the General Conditions of Use of the website, the person wishing to take out the policy provides the requested information (surname, first name, e-mail address, as well as the number of accompanying person(s) during the flight). This information may have been provided beforehand, specifically when purchasing an Airline ticket\*.



Under the terms of this policy, the Member specifies the number of people accompanying them on the flight and pays the corresponding premium (see Article 4: Coverage cost). The Member and accompanying persons are considered to be an Insured person\*.

## Article 2 - Policy Purpose

The purpose of the "Flight Disruption" policy is to provide compensation to the Insured person(s)\* in the event of:

- ✓ **flight delay of at least 2 hours upon arrival** at the final destination of their flight
- ✓ **flight cancellation**

It covers a single journey (The single guaranteed journey is the journey corresponding to a specific flight number and departure time mentioned in the insurance policy) corresponding to either the outbound flight, the return flight, or to a sequence of several flights (Multiple destinations).

Coverage is in the form of monetary compensation offered to the insured\* person.

## Article 3 - Coverage description

Coverage chart:

Event covered	Coverage Ceiling
<ul style="list-style-type: none"> <li>✓ <b>Delay in arrival of the aircraft more than 2 hours</b> (from the time of arrival at the boarding gate mentioned on the ticket).</li> <li>✓ <b>Flight cancellation</b></li> </ul>	Payment of a lump sum of <b>€200 per Insured person*</b> (or equivalent converted at the market rate at the time of the bank transfer into the currency used to purchase the insurance)

Coverage applies:

- ✓ For a flight on a regular or low-cost airline with published schedules, departing from any airport,
- ✓ For a flight by a charter airline with a schedule indicated on the Airline ticket\* from any airport,
- ✓ In the case of a **strike\* or weather circumstances\* during the first 7 days of the event** (168 hours following the event start date).

The coverage is granted regardless of the flight destination, if the **arrival delay is more than 2 hours**.

The delay of an arriving flight is defined as the difference time between:

- the originally scheduled time of arrival as indicated on the ticket,
- and the actual time of arrival at the actual gate.



## Article 4 - Specific Exclusions to the Flight Disruption coverage

The Insurance Company's coverage cannot be implemented in the event of:

- ✗ | **Overbooking**, which prevents the Insured person(s)\* from boarding the flight they have booked,
- ✗ | Flight grounded in the event of:
  - failure on the part of the airline used;
  - a **terrorist attack**;
  - a request from the French Ministry of Foreign Affairs
- ✗ | The **Insured person's\* failure to board the flight** for which their booking was confirmed, for any reason whatsoever,
- ✗ | Failure to board the aircraft due to arrival after the final check-in time,
- ✗ | Refusal of entry on board the aircraft by airport staff or authorities,
- ✗ | Delay resulting from:
  - any manifestation of radioactivity, any nuclear-based effect or effect caused by any source of ionizing radiation in the country of departure, transfer, and destination,
  - civil or foreign war, riots, civil commotion, acts of terrorism or sabotage,
- ✗ | The public nature of an event likely to disrupt air traffic on the date of the journey when the policy is taken out on the 8th day of the event (strike\*, public demonstration, weather circumstances) knowing that the first 7 days will be covered,
- ✗ | The Insured person's refusal to board the aircraft without incurring additional expenses with another airline or another flight if the delay is eventually less than 2 hours.

## Article 5 - Coverage subscription

You can subscribe to the Flight Disruption insurance when booking your journey on the Tryp.com website up to 3 days before departure as long as the insurance is purchased along with the journey ticket.

The one-off FDC insurance fee shall be paid in full by means of cashless payment by you to Tryp.com, collecting the payment on behalf of Wakam, when booking your journey. Neither Wakam nor Koala is entitled to any further fees from You.

The premium set per flight and per Insured person\* is multiplied by the number of accompanying persons.



**You must contact Koala as soon as possible of any change or Flight Reschedule in your journey details at [contact@hikoala.co](mailto:contact@hikoala.co)**

Any change may result in a change of your FDC fee. You may be required to pay the additional fee to be covered.

## Article 6 - Coverage implementation

**In case of disrupted flights, Koala will proactively send to the Member a link via email to obtain a lump sum corresponding to the compensation indicated, for themselves and for each of the Insured persons\* accompanying them.**

The sum of compensation allocated to each of the Insured persons\* will be paid to the Member's account in one lump sum.

## Article 7 - Policy performance, cancellation and term

Subject to payment of the corresponding premium, the policy is signed and becomes effective on the date the membership is accepted by the Member on the website.

The membership date is mentioned Certificate of Membership sent to the Insured person(s)\* by email together with this Information Notice, immediately after their acceptance.

The policy ends with the actual arrival of the aircraft referenced by the flight number mentioned at the time of membership. The policy also ends in the event of flight cancellation for any reason whatsoever.

For other reasons the FDC insurance terminates:

- a. by written agreement of the Parties, specifying the time of termination of the insurance and the manner of mutual settlement of liabilities;
- b. automatically by operation of law if the insurance fee is not paid within three months of its due date (day of booking your journey);
- c. by withdrawal of the Insured from the individual FDC insurance policy concluded at a distance in accordance with the provisions of Slovak Act No 266/2005 Coll. on consumer protection in distance financial services;
- d. by withdrawal of WAKAM in the event that You provided knowingly false answers to WAKAM related to the FDC insurance to the extent that if the answers had been truthful, You would have been denied membership of the Policy. This right may be exercised by WAKAM within three months of the date on which WAKAM became aware of such fact; otherwise the right shall lapse.
- e. other methods specified in the Policy, these General Terms and Conditions or provided for by law.

## Article 8 - Coverage performance and term

The coverage takes effect on the date and time of arrival indicated on the travel ticket and expires on the actual arrival of the aircraft (arrival at the boarding gate) referenced at the time of membership.

## Article 9 - Waiver

The Insured person(s)\* can change his/her mind and withdraw from his/her individual FDC insurance policy under the Slovak Act No 266/2005 Coll. on consumer protection in distance financial services within 14 calendar days from the FDC start date if the journey starts in more than 1 month from the subscription date.



A waiver entails reimbursing the Insured person(s)\* all sums paid within a maximum period of 30 calendar days from receipt of the registered letter by the Insurer.



This waiver must be made by at [contact@hikoala.co](mailto:contact@hikoala.co) or registered letter to Koala, 9 allée des Marquises 67000 Strasbourg - France. The waiver is written using the following template:

*"Dear Koala,*

*Wishing to benefit from the option to waiver my membership no. (membership number) to the Flight Disruption Insurance policy dated (acceptance date), I should like to ask you to reimburse me the entire sum debited from my account no (IBAN and SWIFT) of (coverage cost), within a maximum period of 30 days from the receipt of this letter.  
Name, Date and Signature"*

## Article 10 - Cumulative Insurance

The Insured person(s)\* should verify that they are not already the beneficiary of coverage for one of the risks that falls within the scope of this policy.

If this is the case, they shall have the right to waiver this policy for a period of 14 calendar days as of signing it, without costs or penalties, if all the following conditions are met:

- the Insured person(s)\* has/have taken out this policy for non-business or non-commercial purposes,
- this policy is complementary to the purchase of a good or service sold by a supplier,
- the Insured person(s)\* justifies/justify that they are already covered for one of the risks falling within the scope of this policy,
- the policy which the Insured person(s)\* wishes/wish to cancel has not been fully performed,
- the Insured person(s)\* has/have not reported any covered claim under this policy.

Under such circumstances, the Insured person(s)\* may exercise their right to waiver this policy by letter or any other durable medium addressed to the Insurer of the new policy, supplemented by a document proving that they already benefit from coverage for one of the risks falling within the scope of the new policy. The Insurer is obliged to reimburse the premium paid within 30 days of the waiver.

If the Insured person(s)\* wishes/wish to cancel the policy but their situation does not meet all of the above mentioned conditions, the terms and conditions for cancellation set out above remain valid.

## Article 11 - Personal Data Protection

### About us

In the context of the services and products that Wakam and its partners (together "we", "us", "our") provide you with, you are required to communicate personal data ("personal data" or "data") concerning you. This Information Notice is made available to you in order to help you better understand how we collect, process and protect this personal data.

We undertake to comply with the provisions relating to the protection of personal data in force, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "General Data Protection Regulation"), as well as Law No. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, as amended (together the "Data Protection Regulation").

## Who are we?

Wakam is a public limited company with a share capital of €4,514,512, registered with the Paris Trade and Companies Register under No. 562 117 085, whose registered office is located at 120-122 rue Réaumur, 75002 Paris, France.

## Categories of personal data collected

In the course of providing our products and services, we may collect and use personal data about you, such as :

- Information relating to your identity (surname, first names, postal address, telephone number, e-mail address...)
- Policyholder information (insurance policy number, bank account number, payment card details, billing, payment history, etc.)
- Claim information (claim number, date and reason for loss, call history, loss details, policy reference number and supporting documents)
- Information about the covered device (make, model, serial number, registration number, identification number, date of purchase, etc.)

As part of the processing of this data, we may be required to collect data relating to offences, convictions and security measures, at the time of your subscription to the insurance contract, during the execution of this contract or as part of the management of a dispute.

Some of our products may involve the processing of so-called "sensitive" personal data, such as health data. This data will be processed solely for the purpose of fulfilling our commitments to you and in strict compliance with the legal provisions applicable to such data.

You can choose whether or not to provide us with this data. We may not be able to provide you with specific products or services if you do not provide us with certain data.

## Why we process your personal data

Your personal data is used for the following purposes:

- The management of your contract and insurance policy, the execution of the guarantees of the contract (including claims management) and the management of claims and disputes, these treatments being necessary for the execution of your contract ;
- The control and monitoring of risks, which enables us to prevent fraudulent activities and to ensure the recovery of sums due and is therefore necessary for the purposes of our legitimate interests;
- The elaboration of statistics and actuarial studies, which enables us to improve the offers and services offered and is therefore necessary for our legitimate interests;
- The fight against insurance fraud and the fight against money laundering in order to comply with our legal obligations.

## Disclosure of your personal data

Your personal data may be disclosed to the following third parties:

- To our group companies such as our parent company and its 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.

## International transfers of your personal data

We may transfer your personal data outside the European Union, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the standard contractual clauses established by the European Commission, or by other appropriate safeguards in accordance with the Data Protection Regulation.

## How long your personal data will be kept

Your personal data will be kept for the time strictly necessary for the provision of the service and the execution of the contract, and according to our data retention policy. This personal data may also be retained for any additional period required or permitted by applicable legal provisions, including the statute of limitations to which we are subject.

## Your rights

In accordance with the Data Protection Regulations, you have the right to access, rectify, delete, limit, oppose, portability of your personal data, not to be subject to automated decision making (including profiling), as well as the right to give instructions regarding the fate of your personal data after your death. Please note that the exercise of these rights is however not absolute and is subject to limitations under applicable law.

If you consider that the processing of your personal data constitutes a violation of the Data Protection Regulations, you also have the right to file a complaint with the Office for Personal Data Protection of your residency country.

To obtain a copy of your personal data held by us, for more information or to exercise your rights relating to your personal data, please contact us at the address or email address indicated in the section below.

## To contact us

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:

- ✓ Data Protection Officer, Wakam 120-122 rue Réaumur 75002 Paris, France
- ✓ Or by email at: [dpo@wakam.com](mailto:dpo@wakam.com)

## Article 12 - Procedures for examining complaints

Koala has the will to permanently provide you with the best quality of service.

Dissatisfaction may arise during the relationship between you and your Insurer, we remain open to any claim.



## 1 Claim related to the term of the policy:

If your claim relates to the membership, the management of your policy, the management of a claim or an assistance service, first consult your insurance manager:

- ✓ **email:** [complaint@hikoala.co](mailto:complaint@hikoala.co)
- ✓ **Post:** Koala - Complaint Department - 51 rue Lepic 75018 Paris - France

Koala undertakes to acknowledge receipt of your correspondence within 5 working days (unless Koala has already provided you with an answer within this period), and to process your claim within a maximum of 15 working days from receipt of your letter.

## 2 In the event of a dispute over the response provided, you may contact Wakam by writing to the following address:

- ✓ **Post:** Wakam - Complaints Department - 120-122 Rue Réaumur, TSA 60235, 75083 PARIS Cedex 02 - France

Wakam undertakes to acknowledge receipt of your correspondence within 10 working days (unless Wakam has already provided you with an answer within this period), and to process your claim within a maximum of 60 working days from receipt of your letter.

Complaints relating to an assistance service should be addressed to the assistance provider whose contact details are indicated in your Special Terms and Conditions. It will reply directly to you within the above-mentioned deadlines and will specify, in the event of refusal to accept your complaint in whole or in part, the possible avenues for appealing, in particular the existence and contact details of the competent mediator(s), where they exist.

## 3 In case of dissatisfaction with the handling of the complaint, you may submit a complaint to your National entity responsible for solving issue with customers.

## Article 13 - Liability

### 13.1 Insurer liability

During coverage implementation, the Insurer, via the flight tracking systems used, may have information on the flight that is not the same as that available to the Insured person(s)\* at the airport. Under such circumstances, the Insurer will not be liable if there is a delay in sending the compensation.

The Insurer shall not be held liable in the event that the Insured person(s)\* does/do not arrive on time to board their flight following coverage implementation.

Likewise, the Insurer may not be held liable for any failure or hindrance in the performance of their obligations resulting from force majeure or events such as civil or foreign wars, revolutions, popular movements, notorious political instability, reprisals, embargoes, economic sanctions (Summary of restrictive measures by country available on the website of the French Ministry of Foreign Affairs: <https://www.tresor.economie.gouv.fr>), restrictions on the free movement of goods and persons, sabotage, terrorism, riots, strikes\*, seizures or coercion by the police, official prohibitions, piracy, explosions of devices, nuclear or radioactive effects, weather circumstances\*.

### 13.2 Insured person's liability



The information communicated by the Insurer is given for information purposes only and should not be considered by the Insured person(s)\* as official information.

It is the sole responsibility of the Insured person(s)\* to obtain and monitor information relating to their flight, particularly in the event of changes in departure times.

## **Article 14 - Limitation period**

For any right of the Insured from the FDC insurance, the limitation period of three years begins one year after the insured event. (Article 104 of the Civil Code).

## **Article 15 - Amendment and cancellation of the group policy**

The insurance policy may be amended by agreement between the Group Policyholder, Koala, and the Insurer.

In this case, the Member will be informed of the changes made to their rights and obligations 3 months before they come into force.

The Member has the right to cancel their policy if they do not accept these amendments. In the event of cancellation of the group policy signed between the Insurer and the Policyholder, the rights, and obligations of the Insured person(s)\* remain unchanged until the end of the membership.

## **Article 16 - Supervisory authority**

Authority in charge of control: ACPR (Autorité de Contrôle Prudentiel et de Résolution - French Authority for Prudential Supervision and Resolution) 61 rue Taitbout - 75436 PARIS CEDEX 09 France - [www.acpr.banque-france.fr](http://www.acpr.banque-france.fr)

## **Article 17 - Applicable law - language used**

This policy and its interpretation are governed by French law and the language used is English.

In the event of a dispute and/or litigation relating to the interpretation of the policy, the Insured person(s)\* and the Insurer undertake to seek an amicable solution prior to any legal proceedings. In the absence of an amicable agreement between the Insured person(s)\* and the Insurer, jurisdiction is expressly attributed to the French courts.

The language used throughout the terms of this agreement is English. In the event of inconsistency or discrepancy between the English version and any of the other linguistic versions of this publication, the English language version shall prevail.

## **Article 18 - Definitions**

### **Strike**

Temporary and collective stoppage of work to signify dissatisfaction.

## Weather circumstances

Severe and unpredictable natural large-scale weather events.

## Insured person(s)

Natural persons of full age residing in Europe, or legal entities with their registered office in Europe, which have signed a service policy with the Policyholder.

## Airline ticket

A ticket that a traveller has in order to board an aircraft. It is an authorisation that one buys to be able to travel, which has the value of a policy (thanks to this ticket, the traveller is covered by insurance through the Warsaw Convention).



### How to contact us?

Please feel free to contact us at [contact@hikoala.co](mailto:contact@hikoala.co) if you have any questions. We will be happy to answer you!