



SMART
LUGGAGE

SMART LUGGAGE

Policy Wording

Welcome to Your 'Smart Luggage' insurance policy provided by Just Insurance Agents Limited.



Your Smart Luggage Insurance Policy

Welcome to Your **Smart Luggage insurance policy** – an innovative insurance solution that provides automatic payout if your luggage is delayed or lost because of an airport’s mishandling of it.

You will receive an email and/or SMS with details on how to register. If you did not provide an email address and/or mobile number when purchasing this policy, details on how to register can be found on your schedule.

The policy wording contains full details of the cover provided and further information on how to make a claim or complaint.

Please read all documents to ensure you have the correct cover in place before you travel.

For **all** trips, if you do not register your individual flight details before you travel, this cover will not be in place and you will not be able to make a claim.

SMART LUGGAGE

'Smart Luggage' is a Trading Name of Just Insurance Agents Limited who are authorised and regulated by the Financial Conduct Authority (FCA) number 610022.

The **Seller** of this **Policy** is the Issuing Agent from whom **You** purchased this **Policy**.

'Smart Luggage' is underwritten by Financial & Legal Insurance Company Limited who are registered in England, No. 03034220. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915.

Please read this **Policy** document in its entirety as it provides important information about how to register **Your Trip** details before **You** travel and for **Your** cover to be operative during **Your Trip**, as well as detailing what **You** are covered for, what **You** are not covered for and the General Policy Conditions that apply.

We recommend that **You** keep this document safe and **We** also advise **You** to take a copy of this document with **You** on **Your Trip** in case **You** need to refer to it or to make a claim.

A summary of the cover provided by this **Policy** is shown in **Your** Insurance Product Information Document (IPID) document.

You are entitled to cancel **Your Policy** with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions of this **Policy**.

Our Agreement

This insurance is a contract between **Us** and **You** (the **Policyholder** shown in the **Policy schedule**). This is a claims made **Policy** which means that for there to be a valid claim under the **Policy**, claims must be reported to **Us** during the **Period of insurance**.

We will, subject to the terms of this **Policy**, provide **You** with the insurance set out in the **Policy** in respect of claims reported to **Us** during the **Period of insurance** shown in the **Policy Schedule** and for any subsequent period for which **We** may accept a renewal premium.

You must ensure that all the information **You** have given to **Us** is accurate to the best of **Your** knowledge. **We** will be entitled to refuse to accept a claim where **You** do not take reasonable care not to make a misrepresentation.

The **Policy** and **Policy schedule** must be read together as one document.

Signed on **Our** behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

Policy Definitions

Any word or expression used in this **Policy** document to which a specific meaning has been attached will bear the same meaning throughout the **Policy** document and will appear with an initial capital letter and in bold type as detailed below:

- **Carousel** means an electric conveyor belt system or its equivalent, located within the luggage hall or baggage hall of a **Destination Airport** and upon which **Checked Luggage** is deposited and placed by airport ground crew after transfer airside from the hold of an aircraft, back into the terminal building.
- **Checked Luggage** means one suitcase, valise, hold-all or other item of baggage per person, belonging to the **Policyholder** or **Covered Person** that has been delivered to an airline check-in desk for transportation within the hold of an aircraft on a registered flight and for which a receipt for transit has been issued to the **Policyholder** or **Covered Person**.
- **Commencement Date** means the date on which this **Policy** starts as detailed in the **Policy Schedule**.
- **Covered Person** means any traveler accompanying the **Policyholder** who has been registered for travel on a specific **Trip** in accordance with the requirements of the 'Before You Travel' section of this **Policy**, as detailed below.
- **Delayed Luggage** means **Checked Luggage** that cannot be located for more than 30 minutes by the Luggage Handling desk on arrival on the **Carousel** at the **Destination Airport**.
- **Departure Airport** means the airport at which **Your** journey starts.
- **Destination Airport** means the airport at which **Your** journey ends.
- **Expiry Date** means the date on which this **Policy** ends as detailed in the **Policy Schedule** or, if earlier, the date it is terminated in accordance with this **Policy**.
- **Lay-over** or **Stop-over** means a known or planned break in the outbound or inbound leg of a **Trip** and which involves the **Policyholder** and/or the **Covered Persons** and their **Checked Luggage** physically coming out of a transit airport, on the way to the ultimate intended **Destination Airport** thereby requiring an additional and subsequent check-in process to be undertaken.
- **Lost Luggage** means a **Checked Luggage** that has not been returned to you within 48hrs from the time it was registered as missing with a valid Property Irregularity Report (PIR).
- **Period of Insurance** means the time between the **Commencement Date** of the **Policy** and the **Expiry Date** of the **Policy** and which is detailed in the **Policy Schedule** and for which **You** have agreed to pay the premium.
- **Policy** means this 'Smart Luggage' policy.
- **Policyholder** means the person named in the **Policy Schedule** who must be a resident of England, Northern Ireland, Scotland or Wales.

- **Policy Schedule** means the document headed **Policy Schedule** accompanying this **Policy** and which contains full details of the **Policyholder's** name, the **Policy** number, the benefits and limits payable under the **Policy** plus the **Commencement Date** of the **Policy**, the **Expiry Date** of the **Policy** and the premium payable.
- **Registered Flight** means a **Trip** that has been registered in advance of each **Trip** flight departure(s) by visiting www.smartluggage.io/register
- **Seller** means the Issuing Agent from whom **You** purchased this **Policy** and with whom Just Insurance Agents Limited have in place a contract authorising them to sell 'Smart Luggage' **Policies**.
- **Trip** means a journey for the purpose of a holiday, vacation, leisure or business for at least a one-night stay away and involving either a direct outbound flight or connecting outbound flights, but not involving a **Lay-over** or **Stop-over**, between the **Departure Airport** and the **Destination Airport** plus the equivalent return inbound flight or flights, also not involving a **Lay-over** or **Stop-over**.
- **Waiting Period** means a period of not less than 30 minutes between a **Carousel** being put into operation for the return of **Checked Luggage** from the hold of a specified aircraft through to the completion of the unloading process for that aircraft and it being switched off again.
- **We/Us/Our** means Financial & Legal Insurance Company Limited.
- **You/Your** means the **Policyholder** named in the **Policy Schedule**.

What is 'Smart Luggage'?

'Smart Luggage' is a parametric insurance policy, which means that any claims processing time is drastically reduced by using automated technology to validate and pay claims.

'Smart Luggage' provides cover if **Your Checked Luggage** is delayed or lost as a result of an airline or airport's mishandling of it and the following represents the benefits, maximum sums payable and number of claims allowable per **Policyholder** and per **Covered Person** per **Trip**.

Checked Luggage Benefit

- £50 for **Checked Luggage** that is delayed and cannot be located on the **Carousel** within the **Waiting Period** at the **Destination Airport** by the Airlines Customer Services desk or Luggage Handling desk on arrival at that airport.
- £500 for **Lost Luggage** that has not been returned to the **Destination Airport** within 48hrs from the time it was registered as missing with a valid Property Irregularity Report (PIR) with www.smartluggage.io/claim as delayed or missing.
- On a Single **Trip** policy, the **Policyholder** and each **Covered Person** can claim for one item of **Checked Luggage** on each leg of a **Trip** ie. both outbound and inbound.

- On an annual Multi **Trip** policy, the **Policyholder** and each **Covered Person** on **Your Policy** can claim for one item of **Checked Luggage** on each leg of a **Trip** ie. both outbound and inbound up to a maximum of 3 **Trips** each, within the **Period of Insurance** for **Your Policy**.

How to use your 'Smart Luggage' Policy

Please read this section carefully as it explains how to make **Policy** cover operative by registering **Your Trip** details before **You** travel and what to do if **You** need to make a claim for delayed or lost **Checked Luggage** during **Your Trip**.

Before You travel

For this **Policy** to be operative **You** must register for 'Smart Luggage' cover in advance of **Your** outbound **Trip** flight departure(s) by visiting www.smartluggage.io/register

1. On accessing this website **You** will need to provide the **Policyholder's** email address and the 'Smart Luggage' policy number as found in the **Policy Schedule**.
2. To ensure timely payment in the event of a valid claim **You** will be asked for **Your** preferred payment method such as a bank account number or PayPal account number. It is important that **You** provide **Us** with this information at this stage so that any valid claims made can be paid out automatically to **You**. Please note that if **You** choose not to provide payment method information at this stage this will cause an inevitable delay to any valid claim payments being made to **You**.
3. **You** will also need to provide the names of each **Covered Person** if any, that will be travelling with **You** on **Your Trip** using the tick box at the side of their name.
4. **You** must register any separate or additional **Trip(s)** and the respective **Covered Persons** involved in advance of **Your** departure and using the same log-in details and instructions as shown above.

At the Destination Airport

If **You** find that **Your Checked Luggage** has not arrived as expected at **Your Destination Airport**, **You** must inform the Airlines Customer Services desk or Luggage Services desk at that **Destination Airport** that **Your Checked Luggage** has not arrived on the **Carousel**.

In the event that they are unable to locate **Your Checked Luggage** the Airlines Customer Services desk or Luggage Services desk will provide **You** with a Property Irregularity Report (PIR) for **Your Checked Luggage**, which will contain your luggage tracking number and is sometimes labelled on the report as a File Reference Number. **You** must keep this receipt and PIR safe and use it to report **Your Checked Luggage** as delayed or lost as instructed below:-

1. To report **Your Checked Luggage** as delayed or lost, log into www.smartluggage.io/claim and click on REPORT LUGGAGE.
2. From here, follow the step-by-step process as shown therein by following the above Uniform Resource Locator (URL) address. **You** will be asked to take a photograph of the Property Irregularity Report (PIR) containing the luggage tracking number (sometimes labelled as File Reference Number) provided to **You** by the Airlines Customer Services desk or Luggage Services desk and to upload it on to **Our** site accordingly. On receipt of this information **We** will begin searching for **Your** missing **Checked Luggage**.

3. If for any reason **You** are unable to log into www.smartluggage.io/claim and click on REPORT LUGGAGE, please email luggage@financialandlegal.co.uk and **We** will investigate and arrange for an after the event 'Smart Luggage' compensation payment, to be made to **You** in respect of the eligible **Checked Luggage** delay or loss within 5 working days of notification to **Us**. **You** will still be required to provide the SITA Property Irregularity Report (PIR) containing the luggage tracking number (sometimes labelled as File Reference Number) to be eligible for the after the event 'Smart Luggage' compensation payment.

Where it has been confirmed that **Your Checked Luggage** could not be located at the **Carousel** for a **Waiting Period** equating to a minimum of 30 minutes after the **Carousel** has been activated and commenced its duties for returning **Checked Luggage** from **Your** flight and a Property Irregularity Report (PIR) containing the luggage tracking number (sometimes labelled as File Reference Number) has been given to **You**, **We** will make an automatic payment of £50 to the bank account or the PayPal account that **You** registered with **Us**.

If Your Checked Luggage remains missing

If **Your Checked Luggage** has not been returned to you within 48hrs from the time it was registered as missing on the 'Smart Luggage' website and for which **You** have received a Property Irregularity Report (PIR) containing the luggage tracking number (sometimes labelled as File Reference Number). **We** will send **You** a SMS text message confirming **Your Checked Luggage** is accepted as lost and **We** will make an automatic and final payment of £500 to the bank account or the PayPal account that **You** registered with **Us**.

This will conclude **Your Checked Luggage** claim for this **Trip** and no further action is needed by **You** in this instance.

What is covered?

Subject to the requirements of the sections of this **Policy** document identified as; 'How to use your 'Smart Luggage' Policy', 'What is not covered' and the 'General policy conditions' the following cover is provided:

1. £50 for **Checked Luggage** reported and confirmed as delayed while en-route to the **Destination Airport** during the **Period of Insurance**.
2. £500 for **Lost Luggage** reported and confirmed as lost while en-route to the **Destination Airport** during the **Period of Insurance**.

Automatic extension of coverage

The cover provided by this **Policy** will automatically be extended free of charge for a period of up to 24 hours when **Your** return home is delayed due to the actions of the airline with whom **You** are travelling.

What is not covered?

1. Any carry-on luggage or hand luggage of any type.
2. Any luggage not checked in to the hold of an aircraft.
3. Loss solely of items forming the contents of the **Checked Luggage**.
4. Damage solely to the items of **Checked Luggage** themselves.
5. Loss or delay of **Checked Luggage** due to confiscation or damage by order of any government or public authority, or due to illegal transportation or trade, war, demonstration or insurrection or hostilities between nations whether or not war is declared.
6. Any loss or delay that does not occur between checking luggage in at a **Departure Airport** and collecting it from the **Checked Luggage Carousel** at the **Destination Airport**.
7. Theft of **Checked Luggage** before check-in at the **Departure Airport**, from the **Checked Luggage Carousel** or from an unattended trolley at the **Destination Airport**.
8. Any loss or delay caused by an act of terrorism, which includes but is not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorise any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war whether declared or not, act of foreign enemies or rebellion.
9. Loss of or delay to **Checked Luggage** caused by any imprudent action or omission by the **Policyholder** or any **Covered Person**.

General policy conditions

1. **Checked Luggage**
Luggage must be checked into and carried in the hold of an aircraft for this **Policy** to be operative and cover is limited to one claim maximum for the loss of the same piece of luggage.
2. **Flight Registration**
Details of each **Trip** must be registered in advance of **Your Trip** flight departure(s) by visiting www.smartluggage.io/register
3. **Claims Settlement**
We shall not assume responsibility under this **Policy** unless the **Policyholder** informs **Us** of any delay or loss within 48 hours of acquiring knowledge of it. In addition the **Policyholder** must transmit to **Us** within 48 hours of the delay or loss, the details of the **Checked Luggage** including the outbound or inbound flight number it should have arrived on, a Property Irregularity Report (PIR) containing the luggage tracking number (sometimes labelled as File Reference Number) issued by the Airlines Customer Service desk or Lost Luggage desk, as well as any other document or information of any nature required by **Us** for validation purposes.
4. **Concealment, fraud or attempted fraud**
In the case of fraud or attempted fraud **We** have the right to cancel **Your Policy** and share information about **Your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy **You** hold with **Us**, **We** may cancel this **Policy**. **We** will not pay a claim that is in any way fraudulent, false or exaggerated. If **You**, any person insured under this **Policy** or anyone acting on **Your** behalf attempts to deceive **Us** or knowingly makes a fraudulent, false or exaggerated claim:

- i. your **Policy** may be cancelled
 - ii. **We** may reject **Your** claim and any subsequent claims
 - iii. **We** may keep any premium **You** have paid.
5. Mis-representation and non-disclosure
The **Policyholder** has a duty to ensure that they answer all questions honestly and accurately. If **You** think there is a mistake in the information **We** hold, or if you need to make changes **You** should tell the **Seller** immediately. If **You** don't tell us about any changes or fail to answer our questions honestly or inaccurately **Your Policy** may be invalidated, **We** may reject **Your** claim or **We** may not pay **Your** claim in full.
6. Currency
All amounts of money mentioned in this **Policy** or in the **Policy Schedule**, as well as sums payable under this **Policy**, are represented in Pounds Sterling.
7. Governing Law and Jurisdiction
This **Policy** shall be governed by and interpreted under the laws of England, Northern Ireland, Scotland and Wales and the parties to this **Policy** will abide to the jurisdiction of the Courts of England Northern Ireland, Scotland and Wales.
8. Lay-over or Stop-over
Journeys involving a known or planned break in transit and a **Lay-over** or **Stop-over** on either the outbound leg and/or the inbound leg need to be treated as separate trips and registered accordingly for **Policy** cover to apply.
9. Method of claims payment
We shall only make payment by means of a cash transfer to a bank account or a PayPal account in the name of the **Policyholder** and the **Policyholder** must have registered the account details online, in advance of the outward leg of the journey.
10. Premium Payment
Cover under this **Policy** is only operative if the premium has been paid before the **Commencement Date** of this **Policy** and only in respect of the **Policyholder** plus registered **Covered Persons** and for registered **Trips** happening during the **Period of Insurance**.

Assignment

This **Policy** may not be assigned or transferred in whole or in part without the written consent by **Us**.

Cancellation by the Policyholder

The **Policyholder** may cancel this **Policy** at any time. If the **Policyholder** cancels within 14 days of either receiving the **Policy** documentation or from the start date of the **Policy** (whichever is later) then any premium already paid will be returned (providing that no claims have been made on the **Policy**). If the **Policyholder** cancels this **Policy** outside this period there is no entitlement to a refund of premium. In the first instance, any request for cancellation should be addressed to the **Seller** from whom **You** bought this **Policy**.

Cancellation by Us

Where there is a valid reason for doing so **We** may cancel the insurance by giving the **Policyholder** seven days' notice in writing sent to the last known address of the **Policyholder**.

Valid reasons for cancellation may include but are not limited to:

- Where **You** have given incorrect information and fail to provide clarification when requested.
- Where **You** breach any of the terms and conditions which apply to **Your Policy**.
- Where **We** reasonably suspect fraud.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by **You** or any person acting on **Your** behalf.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this **Policy** or the handling of a claim **You** should follow the Complaints Procedure set out below:

*Complaints relating to the sale of **Your Policy***

Please write to The Office Manager, Just Insurance Agents Limited, Victoria House, Toward Road, Sunderland, SR1 2QF.

Tel: 0800 288 9966

Email: complaints@smartluggage.io

Complaints relating to claims payments or claims handling:

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 0161 603 2230 or in writing to The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the reference number on **Your Policy Schedule** on all correspondence.

Our staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or E:Mail:

complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The use of these facilities does not affect **Your** right to take legal action.

Data Protection

'Smart Luggage' Privacy Notice

We are Just Insurance Agents Limited, referred to as "**We/Us/Our**" in this notice.

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at:

<https://www.smartluggage.io/privacy> or request a copy by emailing **Us** at: admin@smartluggage.io.

Alternatively, **You** can write to **Us** at: Data Protection, Just Insurance Agents Ltd, Victoria House, Toward Road, Sunderland, SR1 2QF.

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as "**We/Us/Our**" in this notice.

Our data controller registration number issued by the Information Commissioner's Officer is Z561011X.

This privacy notice is relevant to anyone who uses **Our** services, including **Policyholders**, prospective **Policyholders**, and any other individuals insured under a **Policy**. **We** refer to these individuals as "**You/Your**" in this notice.

We are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** process **Your** personal data in accordance with the relevant data protection legislation.

We may share **Your** personal data with approved suppliers and service providers where this is reasonably required to provide the fulfilment services, deal with **Your** claim or provide services on **Our** behalf. These suppliers may have access to personal data needed to perform their functions in relation to the insurance **Policy** but are not permitted to share or to use such information for any other purpose. **We** require all third parties to respect the security of **Your** personal data and to treat it in accordance with the law.

Why do we process your data?

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance **Policy** and meet **Our** contractual requirements under the **Policy**. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

What information do we collect about you?

Where **You** have purchased an insurance **Policy** through one of **Our** brokers, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance **Policy**. For specific types of insurance policies, for example when offering **You** a travel insurance **Policy**, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

We have a legitimate interest to collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance **Policy** with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing us at info@financialandlegal.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

Financial Services Compensation Scheme

Just Insurance Agents Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this **Policy** an insured person may be entitled to compensation from the Compensation Scheme

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

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